



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the final one-year renewal option and agreement with Crown Castle Fiber LLC (ITB-2019-068-JH) for internet circuit services in various college-wide locations. Fiscal Impact: Estimated \$81,840.00 (cumulative \$484,540.00).

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? This is to exercise our third and final renewal option with Crown Castle Fiber LLC, which was awarded by Broward College via solicitation ITB-2019-068-JH for the delivery of 1Gpbs Internet circuits at the following locations: North Campus, South Campus, and Downtown Campus and 2Gpbs at the Central Campus. Crown Castle Fiber LLC was the selected company for the award due to their cost effective proposal provided to the College. They are a fiber solutions provider with 20-years of experience with communication infrastructure across the country

The primary purpose for these Internet circuits is to provide redundancy to the current Wide Area Network (WAN). This WAN that is in place currently, connects all the campuses to the Internet via the main data center, Flexential. In addition, these Internet circuits also serve a secondary purpose, which is to provide daily Internet service to each campus location. This will improve the speed out to the Internet for each of these sites and provide a more efficient layout to the College network.

The IT Department is working with the Procurement Department to issue a new solicitation in the Fall of 2024. We aim to have a new contract in place by 7/1/2025.

What procurement process or bid waiver was used and why? The procurement process used was a formal solicitation process via an Invitation To Bid (ITB-2019-068-JH) in accordance with FLDOE Rule 6A-14.0734(1)(b) and College Procedure A6Hx2-6.34.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? FD100, CC0158, FD108, CC0288, GLC61500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$81,840.00 (30% on CC0158 and 70% on CC0288). Cumulative total \$484,540.00.

08/20/24	CC0158 · Information Technology	(\$24,402.00)
08/20/24	CC0288 · Technology Fee Plan	(\$56,938.00)
TOTAL:		(\$81,340.00)

Raj Mettai
Raj Mettai, Chief Information Officer

7/29/2024


Donald Astrab
Donald Astrab, VP, Academic Operations, Analytics, & Comm























7/29/2024

APPROVAL PATH: 12219 Crown Castle Fiber LLC (ITB-2019-068-JH) Renewal and Amendment #4

 **Workflow**

 [Edit View](#)

 [Add Work Item](#)

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		 Completed	
2	Donald Astrab	Chief Operating Officer		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Zaida Riollano	Procurement Approval 		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
6	Raj Mettai	CIO Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Pending	
8	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	

Licensee or Customer Contact Detail	
Licensee or Customer	The District Board of Trustees of Broward College, Florida
Address & Contact	Address 111 E LAS OLAS BLVD City, State FT. LAUDERDALE, FL 33301 Phone 954-201-7350 Fax
	Name Broward College Email Billing Address 6400 NW 6th Way Phone City, State Fort Lauderdale, FL 33309 Fax
	Name Brian Harrison Primary Phone 9542015180 E-mail bharris1@broward.edu Alternate Phone

Product Detail	
Internet #1 *	Product Type Dedicated Internet Access Bandwidth 1Gbps MRC \$1,580.00 NRC \$0.00 Service Level IP Connector 10 GigE - IPv4 Block /29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time 30 Days Existing Product ID S388819
Location A Product Details	Handoff Type 10 GigE
Location A	7200 Pines Blvd, 1st Floor, Pembroke Pines, FL 33024
Internet #2 *	Product Type Dedicated Internet Access Bandwidth 2Gbps MRC \$2,080.00 NRC \$0.00 Service Level IP Connector 10 GigE - IPv4 Block /29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time 30 Days Existing Product ID S369027
Location A Product Details	Handoff Type 10 GigE
Location A	3501 Davie Rd, 1st Floor, Room 126, Fort Lauderdale, FL 33317
Internet #3 *	Product Type Dedicated Internet Access Bandwidth 1Gbps MRC \$1,580.00 NRC \$0.00 Service Level IP Connector 10 GigE - IPv4 Block /29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time 30 Days Existing Product ID S388818
Location A Product Details	Handoff Type 10 GigE
Location A	1000 Coconut Creek Blvd, 1st Floor, Building 46 Room 132, Coconut Creek, FL 33066
Internet #4 *	Product Type Dedicated Internet Access Bandwidth 1Gbps MRC \$1,580.00 NRC \$0.00 Service Level IP Connector 10 GigE - IPv4 Block /29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
	Install Lead Time 30 Days Existing Product ID S388820
Location A Product Details	Handoff Type 10 GigE
Location A	111 E Las Olas Blvd, 1st Floor, Fort Lauderdale, FL 33301

Order Summary

Pricing & Contract Terms	Salesperson Alexandra Johnson	Term (Months) 12								
	Client Service Mgr Alexandra Johnson									
	Order Contact Brian Harrison	Contact Email bharris1@broward.edu								
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">NRC *</th> <th style="text-align: center;">MRC*</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">Internet</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$6,820.00</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$6,820.00</td> </tr> </tbody> </table>			NRC *	MRC*	Internet	\$0.00	\$6,820.00	Total	\$0.00
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Internet	\$0.00	\$6,820.00								
Total	\$0.00	\$6,820.00								

*Pricing shown does not reflect applicable taxes and fees.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated **3/20/2019** ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 5.1" available at <https://www.crowncastle.com/terms-and-conditions> ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

Licensee or Customer		Company or Provider	
	The District Board of Trustees of Broward College, Florida		Crown Castle Fiber LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	



Order Form

Order Type: Renewal/Replacement
SO # 2023-93353

Licensee or Customer Contact Detail	
Licensee or Customer	The District Board of Trustees of Broward College, Florida
Address & Contact	Address 111 E LAS OLAS BLVD
	City, State FT. LAUDERDALE, FL 33301
	Phone 954-201-7350 Fax
Billing Address & Contact	Name Broward College Email
	Billing Address 6400 NW 6th Way Phone
	City, State Fort Lauderdale, FL 33309 Fax
Technical Contact	Name Marcos Villalba Primary Phone
	E-mail mvillalb@broward.edu Alternate Phone

Product Detail	
Internet *	Product Type Dedicated Internet Access Bandwidth 2Gbps
	Total MRC \$2,080.00 Total NRC \$11,500.00 Service Level IP
	Connector 10 GigE - IPv4 Block /29 - /27
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page.
Install Lead Time	As soon as available
	Comments Move to Building 19 - all configurations remain the same *Overlap Move
Existing Product ID S202067 S335575	
Location A Product Details	Handoff Type 10 GigE
Location A	3501 Davie Rd, 1st Floor, Room 126, Fort Lauderdale, FL 33317

Order Summary										
Pricing & Contract Terms	Salesperson Alexandra Johnson Term (Months) 12									
	Client Service Mgr Alexandra Johnson									
	Order Contact Marcos Villalba Contact Email mvillalb@broward.edu									
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Total	\$11,500.00	\$2,080.00								
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Licensee or Customer		Company or Provider	
Signature		Signature	
Name/Title	The District Board of Trustees of Broward College, Florida Jeffrey Nasse	Name/Title	Crown Castle Fiber LLC Patricia Morata/Contract Administration Specialist
Date	5/8/2023	Date	06/05/2023





PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

June 21, 2023

CROWN CASTLE INTERNATIONAL CORPORATION
dba CROWN CASTLE FIBER LLC
1220 August Drive, Suite 600
Houston, TX 77057

Attention: Alexandra Johnson, Client Service Manager
Email: alexandra.johnson@crowncastle.com

Dear Ms. Johnson,

This letter shall serve to provide notice of Broward College's intent to exercise the second renewal option for an additional one (1) year pursuant to Broward College **CAMPUS INTERNET CIRCUITS AND SERVICES**, Contract **ITB-2019-068-JH**, for uninterrupted services college-wide locations.

Therefore, let this act as notice, and if agreeable to the one (1) year renewal at the same terms and conditions, please sign below and return original copy for our files via U.S Mail or email as a PDF to aponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance. The College would like to thank you for the satisfactory services and hope our association continues in the same manner for both parties.

CONTRACT PERIOD: August 27, 2023 through August 26, 2024


If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Senior Director, Procurement

COMPANY NAME: Crown Castle Fiber LLC	AUTHORIZED REPRESENTATIVE: Tara Johns
SIGNATURE: 	DATE SIGNED: July 17, 2023

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.

cc: ITB-2019-068-JH File



Order Form

Order Type: Renewal
SO # 2022-93352

Licensee or Customer Contact Detail	
Licensee or Customer	The District Board of Trustees of Broward College, Florida
Address & Contact	Address 111 E LAS OLAS BLVD City, State FT. LAUDERDALE, FL 33301 Phone 954-201-7350
	Name Broward College Billing Address 6400 NW 6th Way City, State Fort Lauderdale, FL 33309
	Name Brian Harrison E-mail bharris1@broward.edu
Billing Address & Contact	Fax Email Phone Fax
Technical Contact	Primary Phone 9542015180 Alternate Phone

Product Detail	
Internet #1 *	Product Type Dedicated Internet Access Total MRC \$1,580.00 Connector 10 GigE -
	Bandwidth 1Gbps Total NRC \$0.00 IPv4 Block /29 - /27 Service Level IP
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page. Install Lead Time As soon as available Existing Product ID S202066

Location A Product Details	10 GigE
Location A	1000 Coconut Creek Blvd, 1st Floor, Building 46 Room 132, Coconut Creek, FL 33066

Internet #2 *	Product Type Dedicated Internet Access Total MRC \$1,580.00 Connector 10 GigE -
	Bandwidth 1Gbps Total NRC \$0.00 IPv4 Block /29 - /27 Service Level IP
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page. Install Lead Time As soon as available Existing Product ID S202068

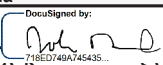

Location A Product Details	10 GigE
Location A	7200 Pines Blvd, 1st Floor, Pembroke Pines, FL 33024

Internet #3 *	Product Type Dedicated Internet Access Total MRC \$1,580.00 Connector 10 GigE -
	Bandwidth 1Gbps Total NRC \$0.00 IPv4 Block /29 - /27 Service Level IP
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page. Install Lead Time As soon as available Existing Product ID S202069

Location A Product Details	10 GigE
Location A	111 E Las Olas Blvd, 1st Floor, Fort Lauderdale, FL 33301

Order Summary									
Pricing & Contract Terms	Salesperson Alexandra Johnson Client Service Mgr Alexandra Johnson Order Contact Brian Harrison								
	Term (Months) 12 Contact Email bharris1@broward.edu								
	<table border="1"> <thead> <tr> <th></th> <th>NRC *</th> <th>MRC*</th> </tr> </thead> <tbody> <tr> <td>Internet</td> <td>\$0.00</td> <td>\$4,740.00</td> </tr> <tr> <td>Total</td> <td>\$0.00</td> <td>\$4,740.00</td> </tr> </tbody> </table> <p>*Pricing shown does not reflect applicable taxes and fees.</p>		NRC *	MRC*	Internet	\$0.00	\$4,740.00	Total	\$0.00
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Internet	\$0.00	\$4,740.00							
Total	\$0.00	\$4,740.00							

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Licensee or Customer	Company or Provider
<p>The District Board of Trustees of Broward College, Florida</p> <p>Signature: </p> <p>Name/Title: John Dunne, SVP Finance & Operations</p> <p>Date: 9/20/2022</p>	<p>Crown Castle Fiber LLC</p> <p>Signature: </p> <p>Name/Title: Patricia Morata/Contract Administration Specialist</p> <p>Date: 10/07/2022</p>





Order Form

Order Type: Renewal/Change
SO # 2022-94407

Licensee or Customer Contact Detail	
Licensee or Customer	The District Board of Trustees of Broward College, Florida
Address & Contact	Address 111 E LAS OLAS BLVD City, State FT. LAUDERDALE, FL 33301 Phone 954-201-7350
	Name Broward College Billing Address 6400 NW 6th Way City, State Fort Lauderdale, FL 33309
	Primary Phone 9542015180 Alternate Phone
Technical Contact	Name Marcos Villalba E-mail mvillalb@broward.edu

Product Detail	
Internet *	Product Type Dedicated Internet Access Total MRC \$2,080.00 Connector 10 GigE -
	Bandwidth 2Gbps Total NRC \$0.00 IPv4 Block /29 - /27 Service Level IP
	* Internet Service is subject to Provider's Acceptable Use Policy posted at http://fiber.crowncastle.com at the bottom of the page. Install Lead Time As soon as available Existing Product ID S202067
Location A Product Details	10 GigE
Location A	3501 Davie Rd, 1st Floor, Room 126, Fort Lauderdale, FL 33317

Order Summary									
Pricing & Contract Terms	Salesperson Mario Jimenez Client Service Mgr Alexandra Johnson Order Contact Brian Harrison								
	Term (Months) 12 Contact Email bharris1@broward.edu								
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Total	\$0.00	\$2,080.00							

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Licensee or Customer		Company or Provider	
The District Board of Trustees of Broward College, Florida		Crown Castle Fiber LLC	
Signature	Signature		
Name/Title Brian Harrison SVP Finance & Operations	Patricia Morata/Contract Administration Specialist		
Date 9/20/2022	Date 09/30/2022		





Cypress Creek Administrative Center
6400 N.W. 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330
broward.edu/community/vendor

June 19, 2022

CROWN CASTLE INTERNATIONAL CORPORATION dba CROWN CASTLE FIBER LLC
1220 August Drive, Suite 600
Houston, TX 77057

Attention: Alexandra Johnson, Client Service Manager
Email: alexandra.johnson@crowncastle.com

Dear Mrs. Johnson,

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional one (1) year pursuant to Broward College **CAMPUS INTERNET CIRCUITS AND SERVICES**, Contract **ITB-2019-068-JH**, for uninterrupted services college-wide locations.

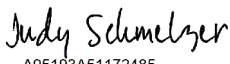
Therefore, let this act as notice, and if agreeable to the one (1) year renewal at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S Mail or email as a PDF to oaoponte@broward.edu.

It is necessary that your company provide the College with an updated Certificate of Insurance. The College would like to thank you for the satisfactory services and hope our association continues in the same manner for both parties.


CONTRACT PERIOD: August 27, 2022 through August 26, 2023

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897.

Sincerely,

DocuSigned by:

A95193A51172485...
Judy Schmeizer, Ed.D.

Associate Vice President, Business Services and Resource Management

Company Name: Crown Castle Fiber LLC	Authorized Representative: Tara Johns, Attorney
Signature: 	Date Signed: August 9, 2022
Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.	

cc: ITB-2019-068-JH File
Brian Harrison, Chief Technology Officer

AMENDMENT NO. 1 (“AMENDMENT”) TO CONTRACT FOR SERVICES

This Amendment is made and entered into on EXECUTED DATE to the Contract for Services Terms and Conditions (“Contract”) entered into on March 20, 2019 by and between the District Board of Trustees of Broward College, Florida (“College”) and Crown Castle International Corporation dba Crown Castle Fiber LLC (“Vendor”) (Collectively the “Parties”).

WHEREAS, Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both Parties;

WHEREAS, the Parties each desire to amend the Contract as follows

- 1) The Parties agree to adjust the Term End Date of the original contract from March 20, 2022 to August 26, 2022, so that it correctly aligns with the circuit service expiration date, August 27, 2019, which is the date the circuits were activated, plus the length of the initial term of the contract, which was 36 months.

WHEREAS, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates appearing under their signatures.

VENDOR

COLLEGE

Lisa Gugliada

Signature

DocuSigned by:
Tony Casciotta
D522A23D4F5B4F8...

Signature

Lisa Gugliada

Name

Tony Casciotta

Name

Associate General Counsel

Title

VP of IT

Title

10/26/2021

Date

11/18/2021

Date





www.broward.edu

Procurement Services Division
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309
954-201-7455
Fax: 954-201-7330
www.broward.edu/procurement

ITB-2019-068-JH

Campus Internet Circuits and Services

December 6, 2018

RECOMMENDATION TO AWARD

Vendor: Crown Castle Fiber LLC

Estimated Expenditure of: The estimated cumulative expenditure for the initial three-year contract period is \$250,000, however, expenditures may change based on usage and approved budget.

Justification: ITB-2019-068-JH was released requesting bids to establish a contract with a responsive and responsible vendor qualified to provide Internet service at four main locations: North Campus - Building 46, Central Campus - Building 1, South Campus - Building 71, and the Downtown WHC Campus - Building 33. This recommendation for award establishes a thirty-six (36) month contract with three (3), one-year renewal periods under the same terms, conditions and specifications, subject to the College's approval. Established pricing will remain firm throughout the first three (3) year contract period. Based on approved budget the department may exercise the option to renew the contract for the duration identified in the solicitation.

Recommendation: Award to qualified bidder, meeting terms, conditions, and specifications of the solicitation.

- 4 Bids were received from the following four (4) vendors:
- Comcast Holdings Corporation DBA Comcast Communications, LLC,
- Crown Castle Fiber LLC,
- Modcomp, Inc. DBA CSPi Technology Solutions
- Windstream Services, LLC

Advertising Source:

The Sun-Sentinel N/A South Florida Times N/A
El Sentinel N/A Other BC Webpage

Bid Notice released on October 23, 2018 through DemandStar (Onvia):

Total Bidders Notified 562 Planholders 15
M/WBE/SDB Bidders Notified 104 M/WBE/SDB Planholders 1

Date: 12/6/18 By: Zaida Riollano, District Director of Strategic Sourcing, Procurement Services

Date: By: Judy Schmelzer, A.V.P. of Business Services & Resource Management - Approved via MinuteTraq

Date: By: Jayson Iroff, Chief Financial Officer - Approved via MinuteTraq

11/13/2018

Dedicated Internet Service (DIA)

Prepared for: Broward College

ITB Number: Internet Service Provider ISP-2019

Proposal submitted by: ITB 2019 068 JH

Crown Castle Fiber LLC, a Crown Castle company

Lucianil Mendez
Enterprise Sales Manager
Crown Castle Fiber
9250 W. Flagler Street, Miami, Florida 33174
(786) 701-7247

Lucianil.Mendez@crowncastle.com

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Document Revision History

Revision	Author	Date	Status and Description
0.1	JG	November 2, 2018	New Document

1.0 Crown Castle Fiber Qualifications and Experience

Company Profile

Crown Castle Fiber, LLC, the bidding entity here, is a wholly-owned subsidiary of Crown Castle International Corp., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 60,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection.

Who is Crown Castle Fiber?

Crown Castle Fiber is the brand name we use for our fiber solutions business, which includes various affiliated entities we've acquired in recent years (including Fiber Technologies Networks, L.L.C.; Fibernet Direct Texas LLC; Fibernet Direct Florida LLC; Wilshire Connection, LLC; Lightower Fiber Networks I, LLC; Crown Castle Fiber LLC, f/k/a Lightower Fiber Networks II, LLC; and Sunesys, LLC). Unless otherwise specified, "Crown Castle Fiber" will be used throughout this response to refer to Crown Castle's entire fiber solutions business.

Company Experience

Crown Castle Fiber is a fiber solutions provider with a 20-year history of owning and operating communications infrastructure across the country. We work closely with our customers to a build solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle Fiber has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle Fiber's network also offers unparalleled local density and route diversity. Crown Castle Fiber is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle Fiber offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, and Collocation.

Crown Castle Fiber is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we're committed to being a dependable, stable partner that you can count on today, tomorrow, and for many years to come. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

Dedicated Internet Access (DIA)

Crown Castle Fiber continually receives the highest marks and reviews in the industry for our operations and customer support. Since 2009, Atlantic-ACM has ranked us first in the industry in categories including Network Performance, Provisioning, and Customer Service.

Financial Information

Crown Castle Fiber has provided the below financial information:

Our ultimate parent company, Crown Castle International Corp. is an S&P 500 company listed on the NYSE, and has established itself as a REIT (real estate investment trust).

Key Financial Information about Crown Castle:

- A “Fortune 1000” company
- Traded on the New York Stock Exchange (Ticker Symbol: CCI)
- Total revenue of more than \$4.3 billion
- Total enterprise value of more than \$45 billion

Crown Castle International Corp. is publicly traded and subject to Sections 13 and 15(d) of the Securities Exchange Act of 1934. Annual reports on Form 10-K can be found under the investors section of www.crowncastle.com

2.0 Crown Castle Fiber Account Team and Key Personnel

Crown Castle is home to over 4,700 employees. Personnel resources include both in-house and subcontracted services for engineering, make-ready, construction, and splicing and testing. Each project is assigned a dedicated team including account and sales management, operations, project management, and customer relations based on resource availability. Crown Castle Fiber entities and all assigned key professional staff are currently and properly certified or licensed to perform the services and adhere to all safety and regulatory requirements. To facilitate your interaction, a project manager will be assigned to see your project through to completion. Your project manager will be your primary point of contact throughout the implementation of your network. The project manager will allocate resources to your project based on experience and expertise as necessary.

A local presence supported by national resources. Crown Castle has experienced decentralized resources in over 50 offices across the U.S. When you speak to a local Crown Castle team member, you have access to more than just the person in front of you. Our local staff members are supported by the resources of Crown Castle at the regional and national levels.

Local Subcontractors. Crown Castle prefers the use of local subcontractors and maintains relationships with a large array of pre-qualified vendors.

Crown Castle Fiber will provide Cherokee County School District with a dedicated account team that will support the newly proposed solution from Point of Sale through Implementation.

- VP of Sales – Douglas Turtz
- Regional Head of Enterprise Sales – Lonnie Maier
- Enterprise Market Manager – Jose Montes de Oca
- Enterprise Account Executive – Lucianil Mendez
- VP of Sales Engineering – Massimo Cardarelli
- Sr. Manager of Sales Engineering – Fernando Perez
- Sr. Sales Engineer – Eduardo “Eddy” Ruiz
- Sr. Complex Solutions Engineer – Jay Guerrero
- Director of Project Management – Darrin Smith
- Sr. Billing Analyst – Carolynne Miller
- VP of Client Services – Mike Nicolosi

Project Managers (PMs) are responsible for managing the delivery of services to Crown Castle Fiber customers. The PM role is comprised of four stages - Order Validation, Order Kickoff, Service Provisioning and Order Completion.

Project Managers (PMs) will:

- Coordinate and lead customer meetings, including customer kick-off calls and regularly scheduled customer status update calls.
- Manage the activities of internal Crown Castle Fiber operational and engineering groups to ensure proper planning, communications, and implementation of solutions.
- Communicate customer requirements to other project stake holders to achieve required results.
- Perform critical path analysis for projects to identify, and manage all aspects of the service deployment and mitigate identified risks.
- Develop a relationship with the customer and serve as the primary point of contact for project status and deliverables.
- Resolve issues in a timely fashion as they present themselves during the project interval.
- Upon project completion insure project documents are complete, accurate, and archived appropriately. Deliver all required customer turn-up documentation to identified point of contact.

Resumes of Key Personnel

[Lonnie Maier, Regional Head of Enterprise Sales](#)

Lonnie Maier is Regional Head of Enterprise Sales, Crown Castle Fiber, a leading telecommunications company with operations throughout the United States. In this role, Ms. Maier is responsible for the Southeast Region and the 1,600+ clients they serve. Prior to her appointment, she served as the Vice President of Enterprise Sales & Marketing for FPL FiberNet, where she had oversight of the company's sales and marketing strategies for the business and public sector segments, since joining the company in 2010. Ms. Maier graduated from Nova Southeastern University with a Master's in Business Administration, Entrepreneurship, and earned her undergraduate degree from Florida State University.

[Lucianil "Lou" Mendez, Enterprise Account Executive](#)

Lou brings over 18 years of sales and account management experience to the City of North Miami Beach team. His understanding of telecommunications and the government vertical has allowed him to help any organization achieve their business objectives of cost effective and efficient networks. At Crown Castle, he plays a key role in the creation of the Enterprise business unit. His account management skills, technical understanding and ability to create long lasting relationships with his clients have allowed him to focus on specific strategic accounts in the government, education and healthcare sectors. Lou holds a Bachelor of Science, Marketing from the Instituto Tecnológico de Santo Domingo, Dominican Republic

[Eduardo "Eddy" Ruiz, Senior Network Sales Engineer](#)

Eddy holds over 30 years of experience in the telecommunications industry. Eddy has work with Crown Castle for 17 years in multiple capacities, and his understanding of the Crown Castle network is vast.

Furthermore, he has advanced knowledge of various optical system architectures including a variety of different manufacturer systems. He has designed a large number of high availability Ethernet and DWDM systems for several large carrier clients. Eddy spends much of his time

Dedicated Internet Access (DIA)

working with clients on their initial design requirements, reviewing and presenting options, and showing potential customers the cost benefit of network migration plans to achieve their specific business goals. Eddy also provides technical training to clients and communicates customer feedback to product management for future product developments. Eddy holds a Bachelor of Science in Electrical Engineering from FIU and an MBA from Nova Southeastern University.

[Darrin Smith, Director of Project Management](#)

As Director of Project Management, Darrin leads and manages a group of project managers located within the various operations across the Crown Castle Fiber footprint. Project managers on his team are responsible for all installation related customer communication, order validation, order completion, and installation reporting for the company. Darrin obtained his Bachelor's Degree from University of Massachusetts.

3.0 Crown Castle Fiber Scope of Services Proposed

Crown Castle Fiber Dedicated Internet Access (DIA)

INTERNET ACCESS

Unsurpassed Performance, Reliability, and Flexibility

Crown Castle Fiber’s high-capacity, diverse fiber network, combined with high-speed connections to key peering points and data centers, ensures availability and responsiveness for your employees and clients. With optional capabilities such as bursting, High availability connectivity, or sharing IP access over a Wide Area Network (WAN), Crown Castle Fiber Internet Access delivers a superior experience and a better overall value.

Your business depends on the internet to reach the outside world, including customers, partners, and other shareholders. Crown Castle Fiber offers all-fiber, high-performance internet connectivity that will keep your critical applications running, which means your network will never limit your business operations.

- VPN access for individuals and remote sites
- E-mail, IM and social media traffic
- Internet research
- Collaboration between offices and with customers
- Viewing streaming educational videos
- VoIP and Video Conferencing
- Customer access to e-commerce applications
- Access to cloud-based applications
- Data backup and archiving

INTERNET PRODUCTS

PRODUCT	DESCRIPTION
Internet Access	Available at any Crown Castle Fiber datacenter or interconnection facility
Dedicated Internet Access	Includes transport and access to the customer location
Burstable Internet Access	Allows customer to commit to a bandwidth, with ability to exceed that as needed

BENEFITS

Reliable high Speed Access

Today’s enterprise is dependent on reliable Internet Access to support a wide range of business functions from email to web browsing, to support access to mission critical applications. Crown Castle Fiber’s Internet Access service offers a high-speed solution that connects your business locations efficiently and affordably. Whether you are looking for customizable routing configurations, low latency, network diversity, the ability to execute critical business transactions

Dedicated Internet Access (DIA)

with real-time applications, or increased capacity, Crown Castle Fiber offers a host of benefits that make us the smarter choice for Internet Access.

- Carrier-Grade Reliability
- Over-Engineered for Performance
- Multiple Tier-1 Peering Points
- All-Fiber solutions
- Robust availability

FEATURES

Superior Performance and Reliability by Design

The combination of multiple Tier-1 interconnection points, coupled with award-winning service and support ensures that Crown Castle Fiber's Internet Access Service will be reliable and available when needed. Our Internet Access Service offers flexible connectivity options with Bandwidth rates from 50 Mbps up to 10Gbps, with the option to burst above subscribed bandwidth rates when needed

Crown Castle's Fiber offers a host of enterprise-class services that include flexible and scalable connectivity, reliability and protection, and network services designed to ensure that your business' online activity never skips a beat.

Resiliency

- Multiple, private and geographically diverse Tier-1 Internet connections ensures reliable access to the internet.
- Robust metro and backbone network infrastructures.
- Fiber routes diverse from other service providers.
- 24x7 geographically diverse NOC monitors network status.

Network Services

- IPv6-compatible, dual stack connection capable.
- Configuration of routing and primary/secondary DNS registration.
- Connectivity and performance verification
- E-LAN Internet Access sharing support.

Logical Network Diagram

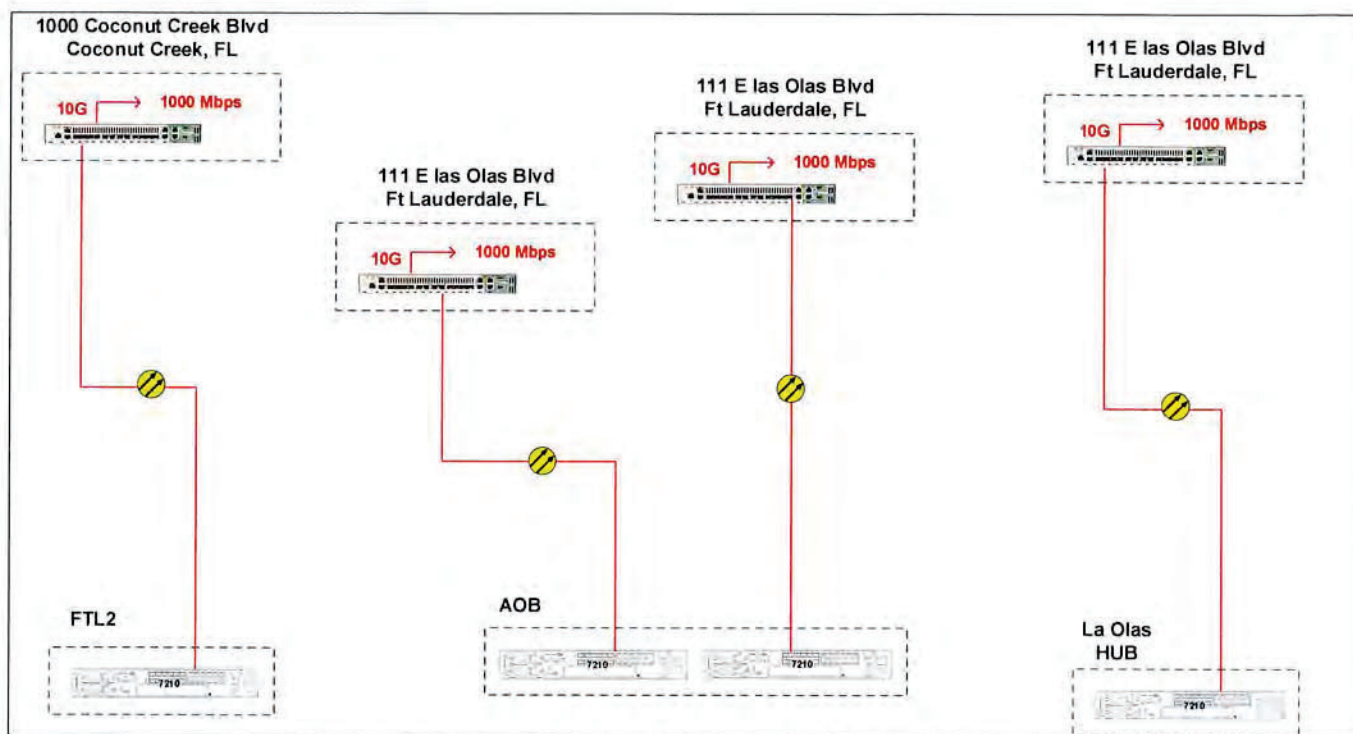


Diagram 1 – Logical Network Diagram (Confidential and Proprietary)

Proposed Solution Highlights:

- Dedicated Internet Access (DIA) service offered at 1Gbps at the following locations:
 - North Campus: 1000 Coconut Creek Boulevard, Coconut Creek, Florida
 - Central Campus: 3501 S.W. David Road, Davie, Florida
 - South Campus: 7200 Pines Boulevard, Pembroke Pines, Florida
 - Downtown Campus: 111 East Las Olas Boulevard, Fort Lauderdale, Florida
- Dedicated Internet Access (DIA) service includes /28 Block of IPv4 addresses per location
- Customer Premise Equipment (CPE) offers handoff 1GE and 10GE Options (SFP-1GE and/or SFP-10GE, optical SMF 1310nm)
- Customer Premise Equipment Accedian MetroNode delivers superior performance and resilience.
- Customer Premise Equipment (CPE) is subtended from Crown Castle Fiber's Carrier Grade Nokia PE Routers.

Street Level Mapping

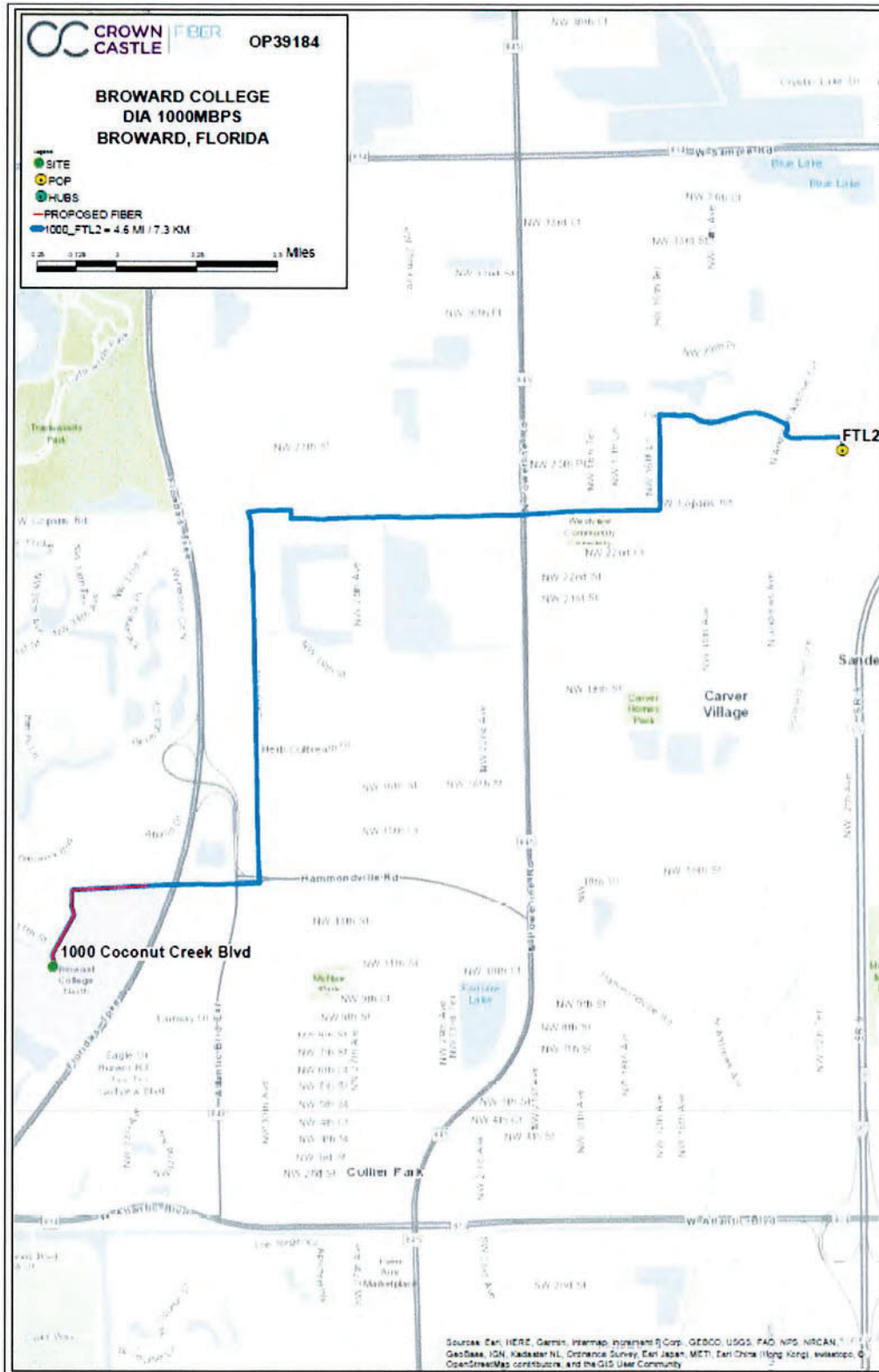


Diagram 2 – 1000 Coconut Creek Blvd. Proposed OSP build-out (for reference only)

Dedicated Internet Access (DIA)

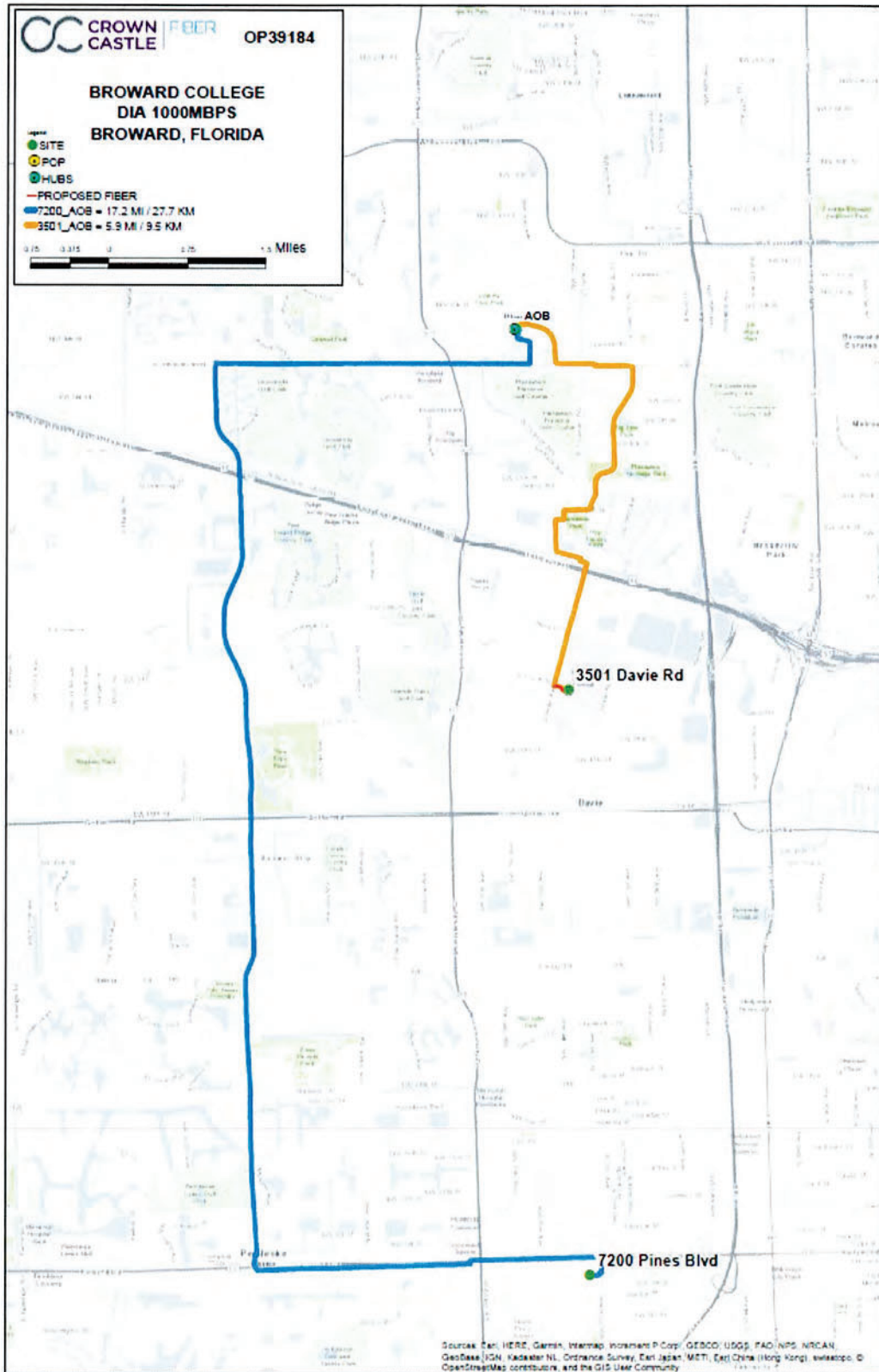


Diagram 3 – 3501 S.W. Davie Road Proposed OSP build-out (for reference only)

Dedicated Internet Access (DIA)

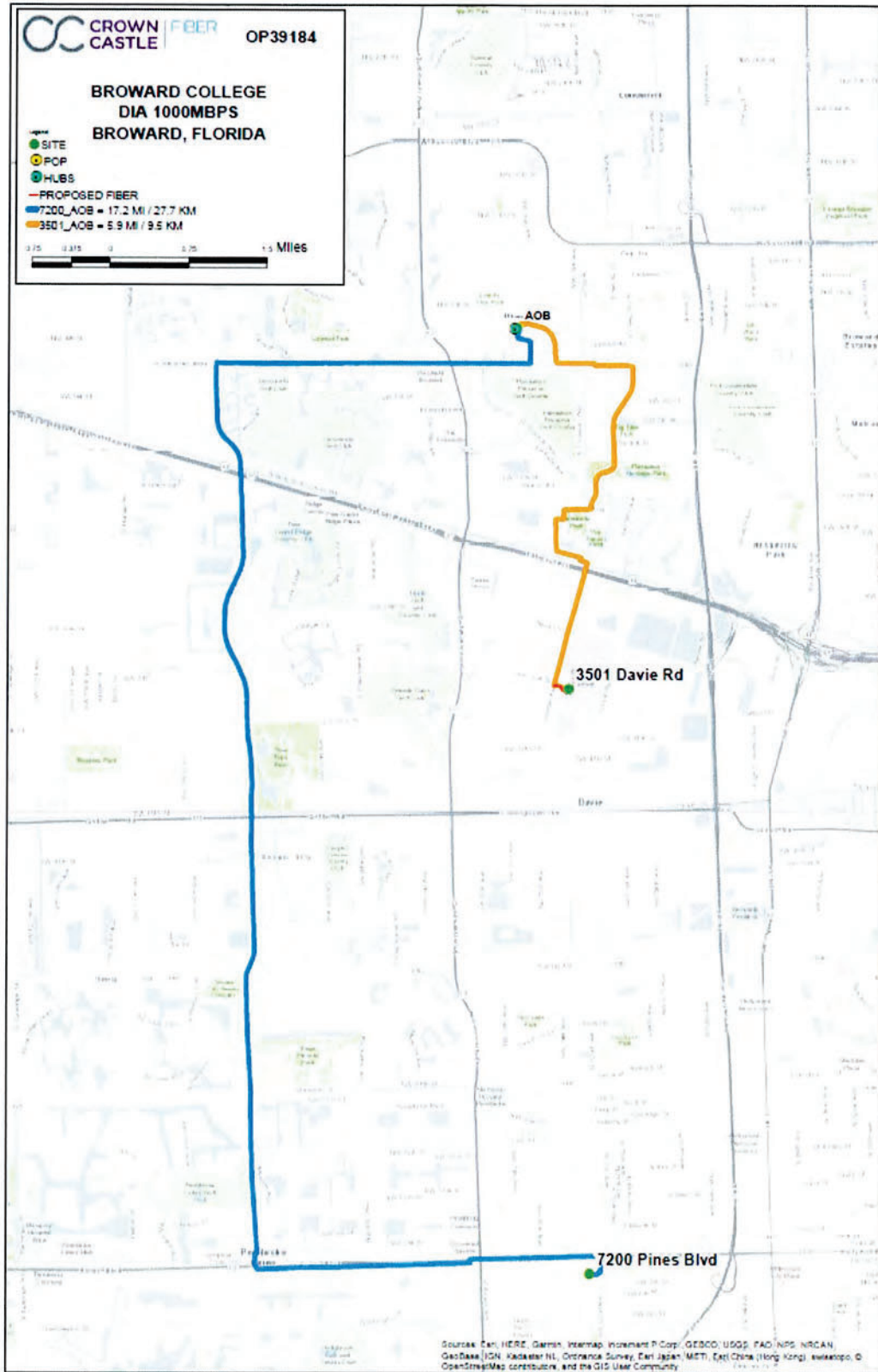


Diagram 4 – 7200 Pines Boulevard Proposed OSP build-out (for reference only)

Dedicated Internet Access (DIA)

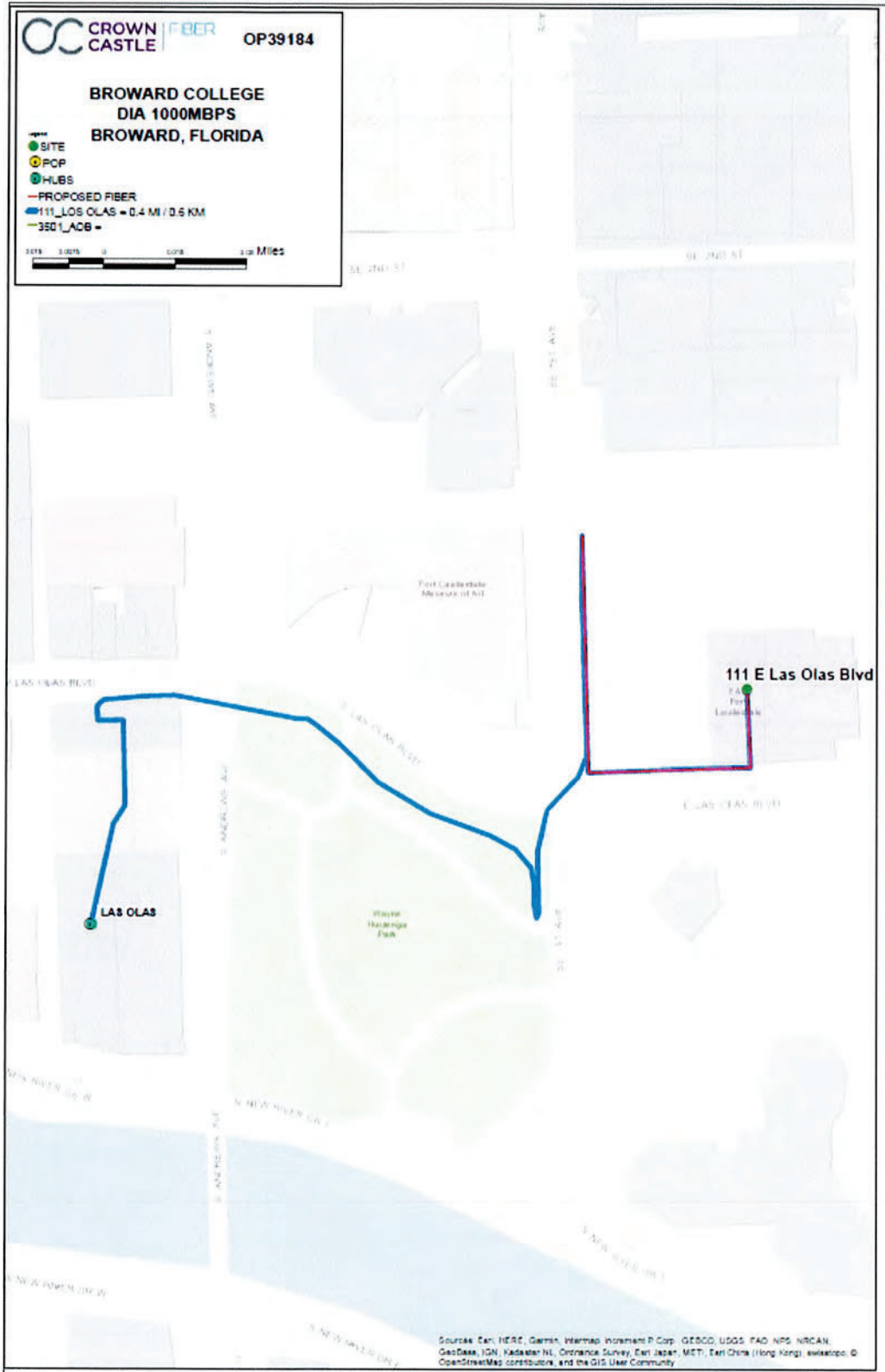


Diagram 5 – 111 E. Las Olas Boulevard (Building 33) Proposed OSP build-out (for reference only)

4.0 Crown Castle Fiber Service Delivery

Implementation Services Plan

Timeline

The service is estimated to be complete approximately 90-120 days after the execution of an agreement.

Project Plan

Summarized below are the “key” milestones and activities that make up a significant portion of the implementation timeline for network installation. The plan below is flexible and Crown Castle Fiber can adjust to meet the needs of the customer should you desire to meet with a project manager and other project team members more or less often.

“Key” milestones associated with the Project Plan:

Kickoff meeting: Once a signed contract is received, the designated project manager is assigned to the project and will schedule a kickoff meeting with all parties involved in the installation. Timelines and milestones will be discussed and agreed upon. Space and electrical requirements will be discussed for each individual site. Priority sites will be identified and receive precedence. Ongoing updates will be provided by the assigned project manager.

Aerial Network Extensions: This activity covers all required engineering, design, and documentation, the formal Right of Way and Municipal consent applications and approvals and the physical installation of the fiber optic cabling on utility infrastructure.

Building Entry Construction: Crown Castle Fiber will perform site surveys and document all engineering and construction work required to physically install the fiber optic network including outside conduit and inside extended wiring.

Splicing Termination and Testing: This activity takes place once construction of the aerial network and building entries are completed. Proposed WAN undergoes testing, acceptance and turn up.

Turn Over and Billing: Crown Castle Fiber will coordinate all testing of the network with the customer. Once the WAN is performing as contracted, Crown Castle Fiber will turn over the network to the customer and initialize billing.

Each of the above milestones includes numerous activities that will be completed by Crown Castle Fiber across the design/engineering and construction of the network:

System Design/Engineering

Crown Castle Fiber shall provide complete design services. These services shall be:

Fiber Route: The Fiber Route consists of all buildings, streets, poles, conduits and manholes used for routing connectivity. The routing shall include:

Dedicated Internet Access (DIA)

- Overall Route Survey
- Trunk and Lateral Cabling Distances
- Pole & Span Measuring
- Conduit Evaluations
- Drafting and Strand Maps
- Ownership Submittals

Make Ready: Make Ready consists of all engineering and submittals for making the system compliant with the utilities guidelines for attaching or having fiber cable in the communications space. The make ready engineering shall specify:

- Cable Clearances
- Utility Pole Replacement
- Conduit and Pole Permits

Service Entrance: Service Entrance Engineering determines where the service enters and terminates in a structure. The Service Entrance Engineering shall include:

- Service Entrance Surveys
- Service Entrance Drawings

System Construction

Crown Castle Fiber shall provide all construction and make ready necessary to establish the service. The following procedures shall be taken prior to installation:

- Develop a comprehensive overall design package
- Obtain all necessary permits
- Organize and direct pre-construction meetings
- Obtain all necessary insurance and bonding

Our services during the installation phase shall include:

- Initial Project kick-off review meeting with the customers project staff
- Site visits with the customers project staff
- Contract schedule and equipment delivery monitoring
- Shop drawings and submittals review
- System design updates
- Make-ready pole work
- Demarcation extensions in each building to the predetermined equipment rack location
- System stranding and accessories
- Optical cabling and accessories to provide single mode fiber to each building
- Splicing
- Final system testing
- Power Meter
- OTDR

Loss Estimates: The Loss Estimates shall be calculations based on the actual field conditions that will show the estimated loss and dispersion characteristics for each link. The calculations show:

Dedicated Internet Access (DIA)

- Fiber Optic Attenuation
- Fiber Optic Connector Loss
- Splice Loss
- Total Passive System Attenuation
- Chromatic Dispersion

Test and Acceptance Reporting

At the completion of the Fiber Engineering and Provisioning tasks, Field Operations will be dispatched to complete the required Customer Premise Equipment (CPE) installation and RFC 2544 testing of the circuit (sample RFC testing below). Crown Castle Fiber's dedicated Test and Turn Up group will work with Field Operation in the testing stages and with the customer for turn-up.

Sample Test Results

RFC 2544 Ethernet Test Report

Configuration Name	lg test
Customer	NYSE-Euronext
Technician	Adam Cohen
Location	777 Central Blvd
Comments	36244-et
Date	09/28/2012
Time Start	04:54:17 PM
Time End	05:09:46 PM
RFC 2544 Mode	Symmetric
Test Instrument Name	T-BERD/MTS5800
Serial Number	WMDF0100820045
Software Revision	BERT 3.0

RFC 2544 Ethernet Test Report

Test Set Setup

Termination	1GigE Layer 2 Traffic Term
Pause Advrt	Both
FDX Capable	Yes
HDX Capable	Yes
Framing	DIX
Encapsulation	None
Source Address	00:80:16:8A:69:90
Destination Address	00:80:16:8A:69:9D

Auto Negotiation Status

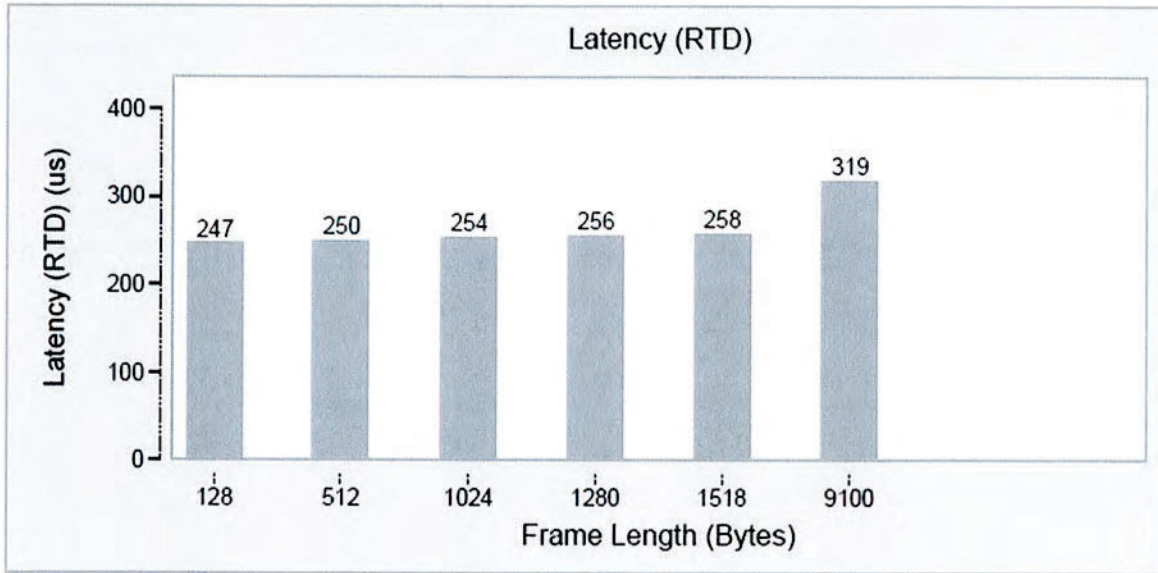
Pause Capable	Both Rx and Tx
FDX Capable	Yes
HDX Capable	Yes

Test Configuration

Tests to Run	Throughput Latency (RTD) Frame Loss Rate
Maximum Test Bandwidth	1000.00 Mbps
Frame Lengths	128, 512, 1024, 1280, 1518, 9100
Bandwidth Measurement Accuracy	To within 0.01 (Mbps)
Throughput Zeroing-in Process	RFC 2544 Standard
Throughput Frame Loss Tolerance	0%
Throughput Trial Duration	20 seconds
Throughput Pass Threshold	Not Selected
Number of Latency (RTD) Trials	2 trials
Latency (RTD) Trial Duration	20 seconds
Latency (RTD) Load	100%
Latency (RTD) Pass Threshold	Not Selected
Frame Loss Test Procedure	RFC 2544
Frame Loss Trial Duration	20 seconds
Frame Loss Bandwidth Granularity	100 Mbps

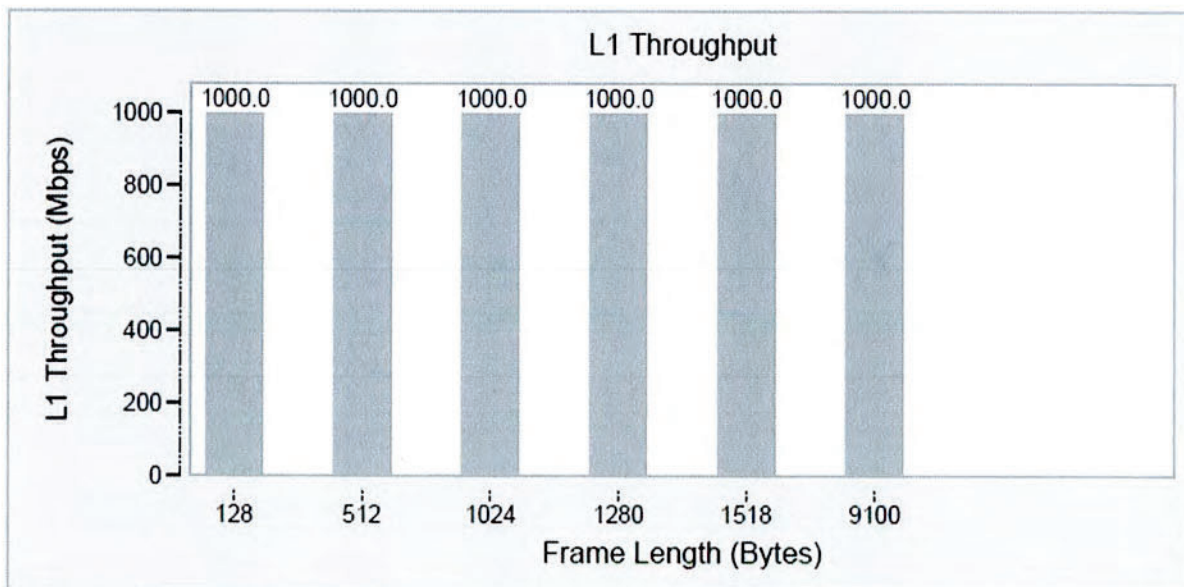
RFC 2544 Ethernet Test Report

Latency (RTD) Test Results:



RFC 2544 Ethernet Test Report

Throughput Test Results:



Dedicated Internet Access (DIA)

Frame Length (Bytes)	Latency (us)	Measured L1 Rate (Mbps)	Measured L1 (% of Line Rate)	Measured Rate (frms/sec)	Pause Detected
128	247	999.96	99.996	844561	No
512	250	999.96	99.996	234953	No
1024	254	999.96	99.996	119727	No
1280	256	999.96	99.996	96150	No
1518	258	999.97	99.997	81272	No
9100	319	999.99	99.999	13706	No

Print date : 11/01/2017 22:59

File : wnecdkspr.00007 p-1.sor.pdf

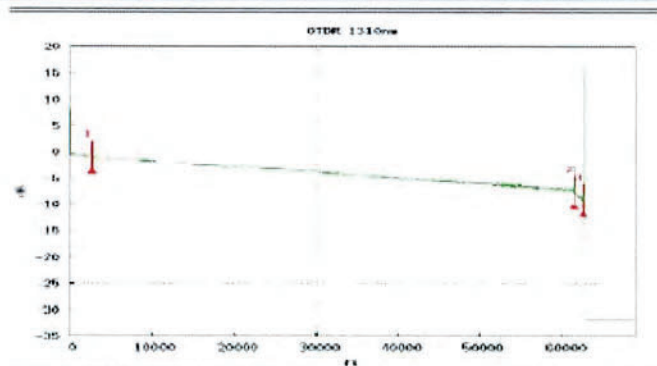
VIavi Cable Id : wnecdkspr.00007 Fiber Id : PORT 1
 Location A : 1215 wilberham rd.sprgfld.ma Location B : 593 longmeadow rd.springfld
 Job Id : Technician Id : Tim A

T-BERD 2000 (S/N 15475) 4126 LA (S/N 8225) Date : 11/01/2017 22:56

Setup
 OTDR 1310nm 100ns 40km 8ft 20.0s 1.46750(G652 G657) -79.0 dB
 Alarms
 Thresholds None
 Summary

Filename	Laser nm	Link Loss dB	Link Ori dB	Fiber End ft	Direction	Event/Alarms
wnecdkspr.00007 p-1.sor	1310	7.924	31.38	62507.87	1215 wilberham rd.sprgfld.ma -> 593 longmeadow rd.springfld	3

OTDR TEST RESULT SAMPLE



Event	Distance ft	Loss dB	Reflect dB	Slope dB/km	Section ft	T. Loss dB
1	2773.10	0.078		0.585	2773.10	0.278
2	61452.25	1.252	-50.15	0.347	58679.15	6.506
3	62507.87		> -9.02		1055.62	7.924

Sample Circuit Completion and Activation Notice



Circuit Completion and Activation Notice Design Layout Record (DLR)

March 3, 2017

Best Customer Ever
1234 Anystreet
Anywhere, MA 12345

It is a pleasure to inform you that your Crown Castle Fiber service as described below has been completed. Your Service/Circuit ID is listed below. Please refer to this ID number for all future inquiries regarding this service. The billing commencement date is 03/17/2017.

Sincerely,

Anyone Positive
Project Manager
Phone: 123-456-7890
E-mail: anyone.positive@crowncastle.com

ORDER DETAILS

Summary:	Install 10Gig MPON protected with single lateral into 1234 Acme Rd, 6th Fl, Arlington VA 22206		
Service Number:	S111111	Customer Order #:	
CCF CCID:	111111-ET-AAAAAAA2-AAAAAAA6	Cust Circuit ID:	
Order Type:	New Service		
Service Category:	Wavelength	NRC:	\$0.00
Service Type:	MPON Node	MRC:	\$9,250.00
Service Speed:	10Gbps	Term:	60
VLAN ID:		Bill Start:	03/17/2017
		Service Exp:	03/16/2022

Location A:	1234 Acme Rd	Location Z:	1625 N Roadrunner
Dr			
	6th Floor		1st Floor
	Arlington, VA 22206		Arlington, VA 22205
Demarc:		Demarc:	
Rack:	customer rack	Rack:	customer rack
Shelf:	AAAAAA2N71	Shelf:	AAAAAAA6N71
Port:	Slot 1 port 17/18	Port:	Slot 1 port 17/18
Other CFA:		Other CFA:	
Client Interface:	10 Gige (Single Mode) -LC	Client Interface:	10 Gige (Single
Mode) -LC		Extended Demark:	One lateral in via
Extended Demark:			one in via 1701
1625 Roadrunner,			Roadrunner

Comment _____

CUSTOMER CONTACT INFORMATION

Name:	Wile E. Coyote	E-mail:	wecoyote@bce.com
Job Title:	Network Architect	Phone:	123-456-7890
Type:	Primary Technical Contact	Cell:	987-654-3210
Name:	Road Runner	E-mail:	rrunner@acme.com
Job Title:	Network Administrator	Phone:	222-333-4444



5.0 Crown Castle Fiber Network Monitoring Services

Crown Castle Fiber Customer Portal

The Circuit Manager screen allows users to view real-time data on the health and performance of services.

Domain Summary

The screenshot shows the Circuit Manager interface. On the left is a navigation menu with options like 'Domain Summary', 'Circuit Health', 'Availability', 'Customer Gold', 'Demo', and 'Utilization'. The main area displays a 'Summary' for 'August 31, 2016 3:30 PM (EST -5 DST)'. A legend shows 'Good' status with a count of 1. Below this is a table with columns: 'Domain Name', 'Maps', 'Recent Total Circuits', 'Health', and 'Past'. The table lists 'ETHP2P-Customer-A' with 1 total circuit and a 'Good' health status. Two purple arrows labeled 'Circuit Health' point to the legend and the table.

Domain Name	Maps	Recent Total Circuits	Health	Past
ETHP2P-Customer-A		1 / 1	Good	

The dashboard screen above will show the status of all of your services under a unique Domain Name, which groups all of the services you have with Crown Castle Fiber. The Domain name will be setup as your company name on record.

The Total Circuits column lists the total number of circuits with “Good” status out of the overall total number of services in the domain. Columns are also displayed showing domain circuit health status indicators for both "Recent" (the previous sampling period, default of 15 minutes) and "Past" (overall health across the last 6 to 24 hours, depending on the option selected from the drop-down list).

On the left side of the screen is a listing of different overview profiles. Each of these profiles will display key metrics that can be viewed regarding your services.

Circuit Health Performance Stats

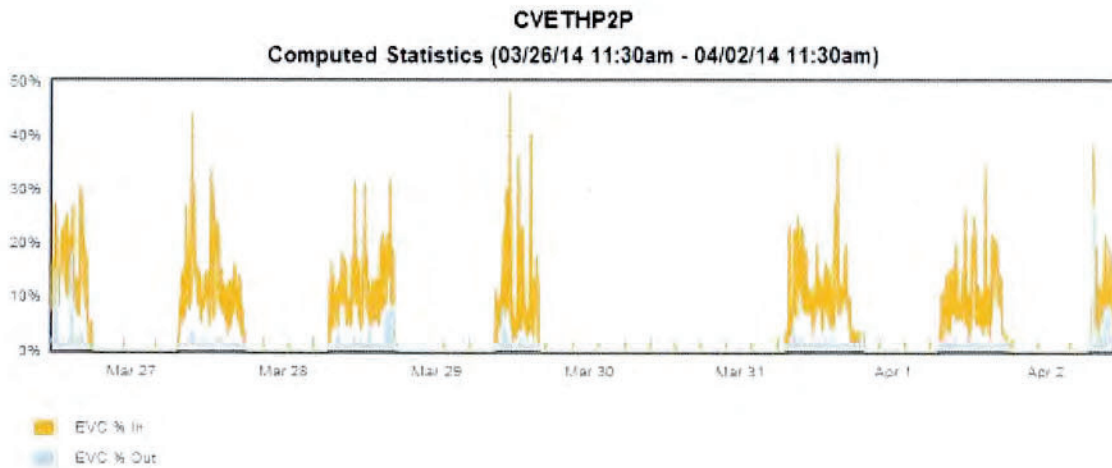
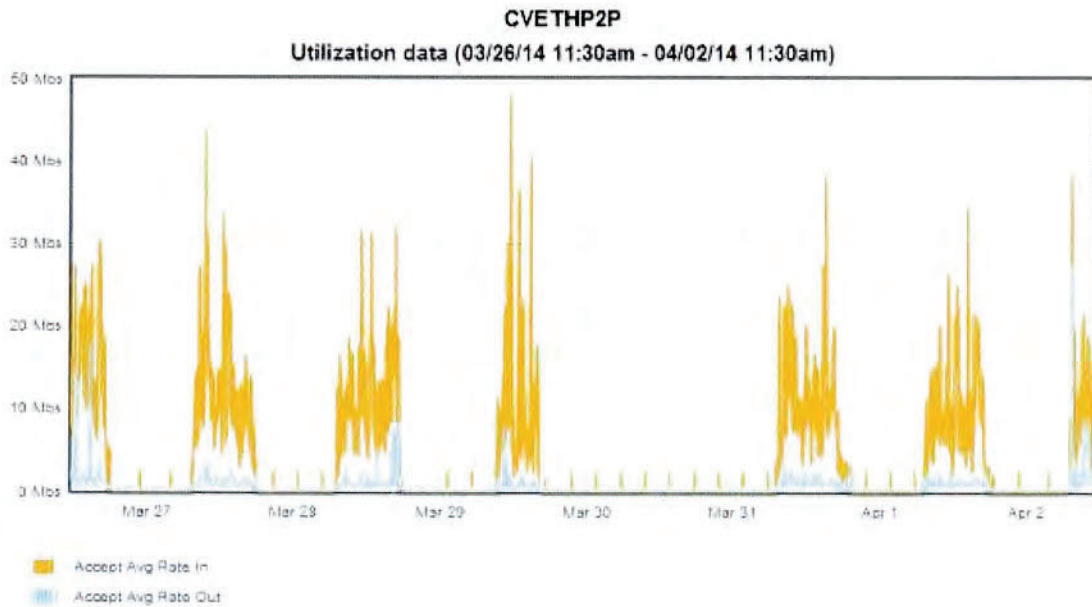
Click the "Circuit Health" option to monitor service performance status

The screenshot shows the Circuit Manager interface. On the left, there is a sidebar with 'Overview Profiles' including 'Domain Summary', 'Circuit Health', 'Availability', 'Customer Gold', 'Demo', and 'Utilization'. A purple arrow labeled 'Click Here' points to 'Circuit Health'. Below this is 'Overview Domain' for 'ETHP2P-Customer-A (1)' and a 'Circuit Search' box. The main content area has a 'Summary' header for 'August 25, 2016 9:41 AM (EST -5 DST)'. Below the summary is a table for 'Ethernet P2P Services' with columns for 'Maintenance' (4), 'New Circuits' (0), 'Info Condition' (0), 'Minor Condition' (0), 'Major Condition' (0), and 'Critical Condition' (2). A purple arrow labeled 'Circuit Status' points to the 'Circuit Status' tab in the main content area.

Service	Maintenance	New Circuits	Info Condition	Minor Condition	Major Condition	Critical Condition
Ethernet P2P Services	4	0	0	0	0	2

Note: You can always return to the Circuit Manager screen by clicking on this option at the top left of the screen

Utilization Graphs



The following options are supported on the Utilization screen:

- Accepted Statistics In
- Input Accept Avg Rate
- Input Accept Bytes
- Computed Statistics In
- Input EVC%
- Accepted Statistics Out
- Output Accept Avg Rate
- Output Accept Bytes

Dedicated Internet Access (DIA)

- Computed Statistics Out
- Output EVC%



- Network Details**
- Circuit Details
 - System Info
 - SLA Info
 - **Utilization Graphs**
 - Circuit Events

Search

Utilization Graph August 29, 2016 2:30 PM (EST -5 DST) Refresh

Circuit Manager > Utilization Graph > CvETHP2P

Day Week Month MTD Quarter YTD Year

From 08/29/2016 02:30 To 08/29/2016 02:30 Min Max Graph

System: [A] Auto-Scale Time Range Auto-Scale (%)

Accepted Statistics In	Select: All None	Accepted Statistics Out	Select: All None
<input type="checkbox"/> Input Accept Packets	<input type="checkbox"/> Input Accept Bytes	<input type="checkbox"/> Output Accept Packets	<input type="checkbox"/> Output Accept Bytes
<input type="checkbox"/> Input Accept Min	<input checked="" type="checkbox"/> Input Accept Avg	<input type="checkbox"/> Output Accept Min	<input checked="" type="checkbox"/> Output Accept Avg
<input type="checkbox"/> Input Accept Max	<input type="checkbox"/> Input Accept %	<input type="checkbox"/> Output Accept Max	<input type="checkbox"/> Output Accept %

Dropped Statistics In	Select: All None	Dropped Statistics Out	Select: All None
<input type="checkbox"/> Input Drop Packets	<input type="checkbox"/> Input Drop Bytes	<input type="checkbox"/> Output Drop Packets	<input type="checkbox"/> Output Drop Bytes
<input type="checkbox"/> Input Drop Min	<input type="checkbox"/> Input Drop Avg	<input type="checkbox"/> Output Drop Min	<input type="checkbox"/> Output Drop Avg
<input type="checkbox"/> Input Drop Max	<input type="checkbox"/> Input Drop %	<input type="checkbox"/> Output Drop Max	<input type="checkbox"/> Output Drop %

Computed Statistics In	Select: All None	Computed Statistics Out	Select: All None
<input type="checkbox"/> Input Accept Avg %N	<input type="checkbox"/> Input Drop Avg %N	<input checked="" type="checkbox"/> Input EVC %	<input type="checkbox"/> Output Accept Avg %N
<input type="checkbox"/> Input Accept Avg %N	<input type="checkbox"/> Input Drop Avg %N	<input type="checkbox"/> Output Drop Avg %N	<input checked="" type="checkbox"/> Output EVC %

Crown Castle Fiber Network Operations Center (NOC)

Geographic Diverse Locations

Generator & UPS Protected Facilities
On-Net Network Connectivity

- Doral, Florida
- Winter Haven, Florida
- Boxborough, Massachusetts
- Melville, New York
- Rochester, New York

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

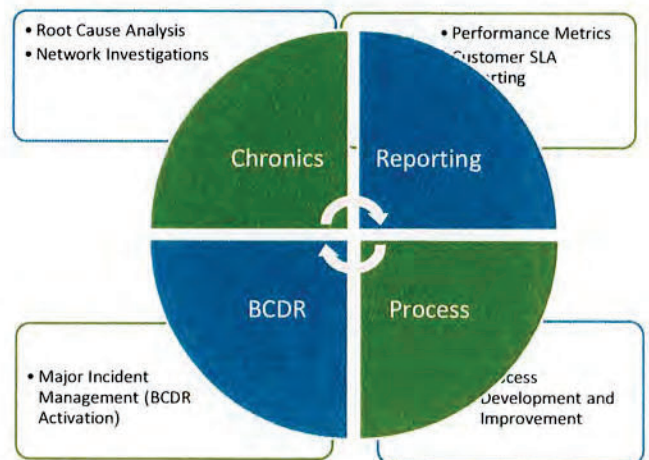
- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets

Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool



Crown Castle Fiber NOC Escalation List

Service Assurance - NOC					
Contact Name	Escalation Level	Job Title	Email Address	Work Phone	Cell Phone
Network Operations Center	1	Network Operations Center		866-553-4237, opt 1	
NOC Supervisor	2	NOC Supervisor		786-845-7292	
Andre Martin	3	Manager, Network Operations Center	Andre.Martin@crowncastle.com	786-845-7267	954-439-0921
Sheldon Jordan	4	Director Network Operations - SCFS	Sheldon.S.Jordan@crowncastle.com	786-701-7233	305-206-2976

Table 2 – Network Operations Center Escalation List

Crown Castle Fiber Business Continuity

Today, there are many steps already being taken and actions defined within Crown Castle Fiber's standard operating policies and procedures that serve or act as business continuity guidelines.

- Diversity in Network Operations Centers from a systems and connectivity perspective, as well as geography.
- All NOC systems are supported by secondary power supplies, both UPS and generator.
- All NOC technicians are equipped with full remote secure logins and voice capability for remote access in all regions to perform their duties and responsibilities.
- Each region maintains maintenance spares depot for all core equipment technology hardware deployed within the network and region. Lessens our dependency on the manufacturer and decreases MTTR (mean time to repair).
- Operations team has a clear escalation and call-out policy and plan that is updated and reviewed weekly to determine coverage and back-up requirements.
- Emergency call-out agreements with retainer fees are established with prime vendors in all regions for support of the physical plant. This includes spare components and fiber cable to handle any network impact.
- All network equipment configurations are backed up and archived to facilitate immediate restoration in the event of network element failure.
- Establish a crisis conference bridge for all updates and information sharing during any event.

Crown Castle Fiber Response Highlights

HIGHLIGHT	YES/NO	COMMENTS
100% Owned Fiber	YES	All fiber spans/routes included in the Crown Castle Fiber response are owned and maintained by Crown Castle Fiber.
Dedicated Project Team	YES	Crown Castle Fiber will provide a dedicated Project Management team that will assist Broward College from start to completion, providing timely updates throughout the deployment of the new Network.
Implemented Networks of Similar Scope	YES	Crown Castle Fiber has deployed and is currently managing several large enterprise customers of similar size and scope.
Competitive Advantages	YES	<ul style="list-style-type: none"> • Crown Castle Fiber has extensive expertise and is solely focused on designing and deploying large, complex data networks for commercial corporations across all verticals, and other network providers. • Crown Castle Fiber designs networks for optimal latency measurements. • Crown Castle Fiber operates its own fiber plant and is not reliant on other network providers. We design our networks without reliance on carrier Central Offices. • Crown Castle Fiber core competency is building fiber into customer locations to create a complete design for the managed service. • Crown Castle Fiber will provide an experienced implementation team and 7x24x365 post cutover NOC support.

6.0 Terms & Conditions Exceptions

REQUEST FOR PROPOSAL BROWARD COLLEGE ITB#: 2019-068-JH-CAMPUS INTERNET CIRCUITS AND SERVICES

LEGAL EXCEPTIONS AND CLARIFICATIONS TO RFP SECTION 3.0, SPECIAL CONDITIONS AND SECTION 7, GENERAL CONDITIONS

Crown Castle Fiber LLC (“CCF”) responds to the College’s RFP subject to and conditioned upon the following clarifications exceptions to the RFP:

Definitive Agreement—Exception/Clarification: CCF proposes to contract pursuant to its standard terms and conditions contained in its Master Telecommunications License Agreement and related supplements (the “Agreement”), a copy of which is included with its RFP response. CCF requests the services and products described in the RFP be provided under the terms and conditions set forth in the Agreement as finally negotiated between and executed and delivered by the parties (the “Definitive Agreement”). All references in the RFP to the “agreement” or the “contract” shall mean the Definitive Agreement. In interpreting the agreement between the parties, the Definitive Agreement shall control and take precedence over the terms and conditions of the RFP and the RFP response.

Section 24 Termination—Exception/Clarification: The College will not be able to terminate the contract without cause or for convenience, except in the event (i) College delivers notice of non-appropriation of funds, and (ii) the College agrees to reimburse all CCF capital expenditures made in reliance of the Definitive Agreement.

Section 3.25 Adding or Deleting Campus/Center Locations Clarification: CCF agrees to and will comply that in the event a site not included in the original scope is added to the contract, CCF will invoice the same amount provided the sites are similar in scope. Pricing for new sites that are not similar will be developed on an individual case basis

Section 3.29, Section 3.40, Data Protection –Clarification: CCF agrees to and will comply with all applicable laws and regulations with respect to the proposed services. CCF does not have the ability to access, modify or store any customer data, including, but not limited to, College’s Data or PII.

7.0 Required Forms and Attachments

Signed, Bidder Acknowledgement Cover Sheet, Section 1

Bid Summary Sheet, Section 5

Cost Proposal (Section 4, Attachment A – Summary Pricing – on Demandstart)

Section 6 – Attachment G -Bidder Qualification Form

Drug-Free Workplace Certification (Section 6 – Attachment E)

IRS Form W-9

Attachment C – Information Security Affidavit

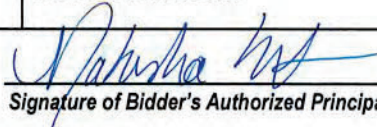
Attachment D – Non-Disclosure Agreement

Vendor Conflict of Interest Form (Section 3, Attachment I)

Small Disadvantage Business (SDB) Participation Form

 BROWARD COLLEGE www.broward.edu	BROWARD COLLEGE PROCUREMENT SERVICES DEPARTMENT 6400 NW 6th Way 2 nd Floor Fort Lauderdale, Florida 33309 954-201-7455		INVITATION TO BID (ITB)	
	ITB #: 2019-068-JH		ITB TITLE: Campus Internet Circuits and Services	
DUE DATE: November 13, 2018 AT OR BEFORE 2:30:00 p.m. EST	RELEASE DATE: 10/23/2018	AWARD RECOMMENDATION POSTING DATE: November 21, 2018	PROCUREMENT CONTRACTING OFFICER: Jose Luis Hidalgo jhidalg1@broward.edu	
How were you informed of this solicitation? (Please provide media name(s) in blank space): <input type="checkbox"/> Website: <u>www._____</u> <input type="checkbox"/> Newspaper: _____ <input checked="" type="checkbox"/> Other: <u>www.demandstar.com</u>				
Sealed bids must be received in the Business Services & Resource Management / Procurement Services Department at 6400 NW 6 th Way, 2 nd Floor, Fort Lauderdale, FL 33309 on or before 2:30:00 p.m. on the date due. Late bids will not be accepted. Bids may not be withdrawn for 60 days after due date.				

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.			
Bidder Name: Crown Castle Fiber LLC		Purchase Order Address: If Purchase Orders are to be mailed to address other than as stated on left, please complete section below.	
Address: 55 Broad Street, 2 nd Floor		P.O. Address:	
City: New York			
State: New York		City:	
Zip Code: 10004		State:	
Telephone Number: 855.91-Fiber		Zip Code:	
Toll Free Number:		Contact:	
Fax Number:		Telephone Number:	
Internet Web Site: www.fiber.crowncastle.com		Toll Free Number:	
Contact Internet E-Mail Address: customercare@crowncastle.com		Fax Number:	
Federal Tax Identification Number: 95-4704826		Internet E-Mail Address:	
<i>I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder. I agree that this bid cannot be withdrawn within 60 days from date due.</i>		 Signature of Bidder's Authorized Principal (Manual)	
		Natasha Ernst Name of Bidder's Authorized Principal (Typed or Printed)	
		Associate General Counsel - Fiber Solutions Title	

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: Submit one (1) complete, original hard copy bid response plus 1 PDF Copy of complete bid response on CD or flash drive, in one Adobe PDF file format.			
In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the <input checked="" type="checkbox"/> below have been submitted.			
<input checked="" type="checkbox"/> Signed, Section 1, Bidder Acknowledgement	<input checked="" type="checkbox"/> 1 hard copy plus 1 PDF copy on CD or flash drive	<input checked="" type="checkbox"/> Licenses – Special Condition 3.7	
<input checked="" type="checkbox"/> acknowledgement of released Addenda	<input checked="" type="checkbox"/> vendor conflict of interest Form - Section 3 – Attachment I		
<input checked="" type="checkbox"/> Bid Summary Sheet	<input checked="" type="checkbox"/> IRS Form W-9	<input checked="" type="checkbox"/> Bidder Qualification Form, Section 6, Attachment G	<input checked="" type="checkbox"/> Drug Free Workplace Certificate
<input checked="" type="checkbox"/> Cost Proposal – Attachment A	<input checked="" type="checkbox"/> Special Conditions – Sections 3.29.1, 3.29.2		
Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.			

SECTION 5, BID SUMMARY SHEET

- Bidders are requested to submit all pricing on Attachment A- Cost Proposal on the "Summary Pricing" posted in Excel format.
- Use the "Itemized Pricing" TAB on Attachment A- Cost Proposal to enter pricing information. This worksheet is locked and it will transfer totals to the "Summary Pricing" TAB.
- All pricing shall be in full accordance with the terms, conditions, and specifications stated herein.
- As specified, pricing quoted shall include inside delivery to the specified College campus (es), centers and/or facilities within Broward County, Florida.
- No additional amount will be allowed for service call or trip charge or delivery charge or shipping charge or handling charge.
- Bidder understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. Quantities listed are estimates only and are not to be construed as guaranteed work quantities. In the event College requires add-ons and/or replacements (additional items or additional teams), vendor shall provide commodity at quoted price.

ON DEMANDSTAR.COM, SEE THE SEPARATE EXCEL DOCUMENT FOR "ATTACHMENT A - COST PROPOSAL" WITH LIST OF ITEMS.

The Excel "Summary Pricing" sheet is one (1) page.

SUBMIT YOUR COST PROPOSAL USING THE EXCEL WORKSHEET "Summary Pricing" FROM ATTACHMENT A – COST PROPOSAL.

COMPANY REPRESENTATIVE: Bidder(s) must indicate in the space provided the name, address and telephone number of the representative who could make scheduled visits to the College end users and who will be available upon request to resolve billing and delivery problems. **Failure to indicate a company representative may result in disqualification of bid submitted.**

- Name: Lucianil Mendez
- Address: 9250 W Flagler St, Miami, Florida 33174
- Telephone #: 786-701-7247
- Fax #: _____
- Email: Lucianil.mendez@crowncastle.com

(Balance of page intentionally left blank.)

SECTION 6. ATTACHMENT G

BIDDER'S QUALIFICATION FORM

BIDDER QUALIFICATION FORM

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

Legal Name of Company/Bidder: Crown Castle Fiber LLC

Address of the principal place of business is:

1220 August Drive, Suite 600, Houston, Texas 77057

Phone Number: (713) 570-3000 Fax Number: ()

Website: www.fiber.crowncastle.com

The business is a (mark an X next to form of business entity):

Corporation: LLC: X Partnership: Individual:

The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Jay A. Brown TITLE: President & CEO

Ken Simon TITLE: Vice-President

Dan Schlanger TITLE: Treasurer

Donald J. Reid TITLE: Secretary

Number of years in business under this same name: 17+ years

Number of years in business under same ownership: 17+ years

Dun & Bradstreet Number (DUNS #): 87-648-4593

2. **Date of Organization or Incorporation:** 12/24/2001

3. **Office Organization:**

Contact Person: Lucianil Mendez

Email address for Contact Person: Lucianil.Mendez@crowncastle.com

Phone Numbers for Contact Person: DAY: (786) 701-7247 NIGHT: (786) 702-7247

On-Site Supervisor (for Service Vendors): Not Applicable

Email address for On-Site Supervisor: Not Applicable

Phone Numbers for On-Site Supervisor: DAY: Not Applicable NIGHT: Not Applicable

4. Experience (may list on separate page and attach):

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>	<u>CONTRACT PERIOD</u>
1. Florida International University	11200 SW 8 th Street, PC351, Miami, FL 33199	Jorge Estay	(305) 348-6902	jorgee@fiu.edu	2011 to Present
2. Miami Dade College	11011 SW 104 th Street, Miami, FL 33176	Javier Munoz	(305) 237-0188	Javier.Munoz@mdc.edu	2010 to Present
3. Florida Lambda Rail	1607 Village Square Blvd., #4, Tallahassee, FL 32309	Jeff schilit	(561) 843-2366	Jeff.schilit@flrnet.org	2013 to Present
4. University of Miami	1365 Memorial Drive, Coral Gables, FL 33146	Ada Valdes	(305) 284-2677	avaldez@miami.edu	2005 to Present
5. Broward Health	1608 SE 3 rd Avenue, Fort Lauderdale, FL 33316	Gisela Diaz	(954) 847-4158	g2diaz@browardhealth.org	2010 to Present

5. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?

None

6. List any account that canceled your service in the last two years.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CONTRACT PERIOD</u>
---------------------	----------------	-----------------------	---------------------	------------------------

Crown Castle Fiber experiences occasional routine cancellations due to contract expiration or a change in the customer's needs. Specific details are considered confidential to the customers involved, and cannot be disclosed due to CPNI requirements from the Florida Public Service Commission.

Company code TY152, Certificate # 8917.

1. _____
2. _____
3. _____
4. _____
5. _____

7. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency? No

8. Insurance Carrier:

Name: Willis of Pennsylvania, Inc.

Address: PO Box 305191, Nashville, TN 37230-5191

Contact Person: Cindy Sopp Telephone No. 412-863-4776

9. References:

Submit at least three client references, preferably higher education clients, for which proposer has performed (or is currently performing) work similar in nature and size as the project/service/goods described herein during the last 2 year period. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Client Name	Florida Southwestern College
Address of Client	8099 College Parkway, Fort Myers, Florida 33919
Client Contact Name	Dean Phetterplace
Contact Title	Director of Network Systems and Infrastructure
Contact Email Address	Dean.phetterplace@fsw.edu
Contact Phone Number	239-489-9300
Contact Title	
Is Client a college or university?	Yes <input checked="" type="checkbox"/> No
Duration of Client Relationship:	Date Started <u>2013</u> Date Ended: <u>Present</u> for <u> </u> Total Years.
Additional Information (attach pages as necessary): Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.	Delivered 1Gbps Dedicated Internet Access (DIA). Customer specific details are considered confidential and cannot be disclosed due to CPNI requirements from the Florida Public Service Commission. Company code TY152, Certificate # 8917.

Client Name	Ringling College
Address of Client	2700 N. Tamiami Trail, Sarasota, Florida 34234
Client Contact Name	Derek Plassman
Contact Title	Datacenter Manager
Contact Email Address	dplassman@ringling.edu
Contact Phone Number	941-351-5100
Contact Title	
Is Client a college or university?	Yes <input checked="" type="checkbox"/> No
Duration of Client Relationship:	Date Started <u>2010</u> Date Ended: <u>Present</u> for _____ Total Years.
Additional Information (attach pages as necessary): Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.	Delivered 5Gbps Dedicated Internet Access (DIA) burstable to 10Gbps Customer specific details are considered confidential and cannot be disclosed due to CPNI requirements from the Florida Public Service Commission. Company code TY152, Certificate # 8917.

Client Name	St. Petersburg College
Address of Client	6605 5 th Avenue N., St. Petersburg, Florida 33710
Client Contact Name	Bernie Enlow
Contact Title	Sr. Network/Design & Security Engineering
Contact Email Address	Enlow.bernie@spcollege.edu
Contact Phone Number	
Contact Title	
Is Client a college or university?	Yes <input checked="" type="checkbox"/> No
Duration of Client Relationship:	Date Started <u>2017</u> Date Ended: <u>Present</u> for _____ Total Years.
Additional Information (attach pages as necessary): Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.	Delivered 3Gbps Dedicated Internet Access (DIA) Customer specific details are considered confidential and cannot be disclosed due to CPNI requirements from the Florida Public Service Commission. Company code TY152, Certificate # 8917.

Failure to provide any required information, licenses, certifications, or any other required documents in accordance with these instructions will likely result in disqualification of the submittal as non-responsive.

END of BIDDER QUALIFICATION FORM

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SECTION 6, ATTACHMENT E

DRUG FREE WORKPLACE CERTIFICATION (F.S. 287.087)

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

By Natasha Ernst
(Print individual's name and title)

for Associate General Counsel – Fiber Solutions
(Print name of entity submitting sworn statement)

whose business address is 55 Broad Street, 2nd Floor, New York, NY 10004

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-4704826

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this 8 day of November, 2018 Natasha Ernst
(Signature)

Personally Known Natasha Ernst

OR Produced identification _____

(Type of identification)

Notary Public - State of New York

My commission expires 9/19/2019

Drew Laura Little 01LI6248314
(Printed, typed or stamped commissioned name of notary public)

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CROWN CASTLE INTERNATIONAL CORP.	
2 Business name/disregarded entity name, if different from above CROWN CASTLE FIBER LLC (EIN: 01-0570431)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>8</u> Exemption from FATCA reporting code (if any) <u>G</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt or suite no.) See instructions. 1220 AUGUSTA DRIVE, SUITE 600	Requester's name and address (optional)
6 City, state, and ZIP code HOUSTON, TX 77057	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
or
Employer identification number
76-0470458

Part II Certification

Under penalties of perjury, I certify that:


1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Thomas D. Ben UP-TAX</i>	Date ▶ <i>07/01/2018</i>
------------------	--	--------------------------

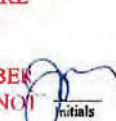
Broward College | **ITB-2019-068-JH**
INFORMATION SECURITY AFFIDAVIT | **ATTACHMENT C**

I, John B. Messenger [Name], the designated signing manager for Crown Castle Fiber LLC [Organization], attest to the best of my knowledge, that we completed the following tasks to detect, prevent, and mitigate loss due to an information security breach or identity theft related incident.

 Initials
1. My organization has attached the most recent SAS 70 or SSAE 16 audit report attesting to our internal security controls. **In lieu of a 3rd party audit report we agree to an onsite visit as needed by Broward College security personnel.** Additional audit reviews or documents may be attached to assist in the vendor risk management review process:


- ◆ Information Security Policy
- ◆ Physical Security Policy
- ◆ ISO Certification

PLEASE TAKE
NOTICE:
CROWN
CASTLE FIBER
LLC DOES NOT
HAVE THE
ABILITY TO
ACCESS,
MODIFY NOR
STORE
CUSTOMER
DATA


 Initials
2. My organization has reasonable security measures to protect sensitive data in both hard copy and electronic formats. This would include clean desk policies and locked cabinets where documents may reside. We also ensure that all sensitive data stored on systems under our control will be encrypted while at rest and in transit. Prior to disposal, systems will be wiped using the NIST 800-88 standard.

Broward College sensitive data includes but is not limited to the following:

- ◆ Personally Identifiable Information (SSN, DOB, Driver's License Number, Passport Information)
- ◆ Medical Information (Medical Records, Doctor Names and Claims, Prescription Information)
- ◆ Academic Information (Transcripts, Grade Information)
- ◆ Business Information (Federal ID Numbers, Security Systems, Employee Identifiers, Passwords)
- ◆ Financial Information (Credit Card Information, Bank Account Numbers)

 Initials
3. My organization is aware of the obligation to adhere to the same information security requirements that the College must adhere to under the common privacy regulations. This is specific to information that we may have direct or indirect access to as part of our services.

- ◆ Family Educational Rights and Privacy Act (FERPA)
- ◆ Fair and Accurate Credit Transactions Act (FACTA)
- ◆ Payment Card Industry (PCI)
- ◆ Health Insurance Portability and Accountability Act (HIPAA)
- ◆ Gramm-Leach-Bliley Act (GLBA)

 Initials
4. My organization conducts background checks on all employees that may access sensitive data belonging to the College. We also ensure that employees are trained in information security best practices prior to completing work on behalf of the College.

- ◆ Information Security Awareness Training
- ◆ Background Checks Filed for All employees
- ◆ Common Privacy Regulation Training (PCI, GLBA, HIPAA)

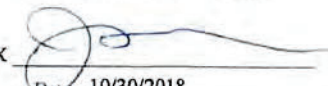
I AGREE THAT I HAVE ANSWERED THE ABOVE QUESTIONS TRUTHFULLY TO THE BEST OF MY KNOWLEDGE.

I AGREE TO MAKE A GOOD FAITH ATTEMPT TO PROTECT ALL INFORMATION MY BUSINESS HANDLES ON BEHALF OF BROWARD COLLEGE.

I UNDERSTAND AND AGREE THAT BROWARD COLLEGE MAY REQUEST VERIFICATION AS NEEDED TO ENSURE THAT WE MEET THE MINIMUM SECURITY REQUIREMENTS

Title MANAGING COUNSEL

X


Date 10/30/2018

This Agreement is by and between Crown Castle Fiber LLC (Vendor), a corporation with offices at 55 Broad Street, 2nd Floor, New York, NY 10004, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor: Crown Castle Fiber LLC

The Board of Trustees of Broward College

By: 

By:

Printed Name: Natasha Ernst

Name:

Title: Associated General Counsel

Title:

Date: Nov 11, 2018

Date:

SECTION 3, ATTACHMENT I

VENDOR CONFLICT OF INTEREST FORM

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

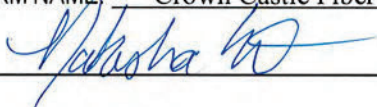
Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please explain below:

N/A

BIDDER'S FIRM NAME: Crown Castle Fiber LLC

Signature: 

Print name: Natasha Ernst

(Balance of page intentionally left blank.)

SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION:

NOTE TO BIDDER: Review General Condition 49 prior to prior to completing this bid.

Bidder must indicate responses in the space provided below:

Bidder is certified as SDB as defined in the College Policy 6Hx2-6.36 NO YES

If yes, Bidder please provide and attach to their bid submittal a copy of their certification as defined in Policy 6Hx2-.6.36, and from one of the accepted seven certifying agencies.

BIDDER'S FIRM NAME: Crown Castle Fiber LLC

Signature: 

Print name: Natasha Ernst

END of BID SUMMARY SHEET

(Balance of page intentionally left blank.)

APPENDIX A – Crown Castle Fiber DIA Service Level Agreement (SLA)

APPENDIX B – Crown Castle Fiber Sample Master Service Agreement (MSA)

APPENDIX C – Crown Castle Fiber Certification of Insurance



**INTERNET SUPPLEMENT
TO THE
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT
LICENSEE: _____**

This Internet Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between CROWN CASTLE FIBER LLC, d/k/a LIGHTOWER FIBER NETWORKS II, LLC (“Company”) and Licensee, and is hereby incorporated into and made a part of the **Master Telecommunications License Agreement** between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

1. SCOPE OF SUPPLEMENT

This Supplement applies to Internet access provided under an Order Form that specifies Internet. This Supplement shall not apply to other products, including Ethernet, wavelength, dark fiber, or colocation.

2. ADDITIONAL TERMS

“Access Port”: The port on Company’s handoff utilizing IP Core Network equipment which is the point of attachment and entry into the IP Core Network.

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Licensee.

“Internet Service” or “Product”: The Internet connectivity and Bandwidth provisioned by Company to Licensee pursuant to a Order Form.

“IP Core Network”: Any Layer-3 equipment owned and operated by Company that is managed in strict accordance with defined Company Network Operations’ parameters.

“Latency”: The round-trip time it takes for a packet to travel between the IP Core Network and Access Port.

“Network Availability”: A period of time during which Licensee port(s) are able to transmit and receive IP Packets to/from the On-Net IP Core Network.

“Network Unavailability”: A period of time during which (i) the Access Port(s) cannot exchange packets with the IP Core Network, and (ii) periods referred to in Sections 5.2.4 and 5.4.4 below.

“On-Net”: For purposes of this Supplement and any Internet Service, On-Net is defined as residing within Company’s IP Core Network only.

“Packet Delivery”: The successful bi-directional delivery of packets between the IP Core Network and Access Port.

“Throughput”: The maximum transmission rate at which packets, inclusive of calculated protocol overhead, can be successfully delivered between the IP Core Network and the Access Port.

3. SPECIFICATIONS

Company’s target Network Availability and performance objectives for the duration of each calendar month in a year shall be as follows:

Metric	Goal (Monthly Average)	Description
IP Core Network Network Availability	99.99%	Less than 4.5 minutes total Network Unavailability per calendar month
IP Core Network Latency	< 30ms	Less than 30 milliseconds round-trip latency
IP Core Network Packet Delivery	≥ 99.9%	Less than 0.1% packet loss
IP Core Network Throughput	≥ 95%	Greater than or equal to 95% of Bandwidth as defined in the Order Form

4. USE BY LICENSEE

- 4.1 The Internet Service provides IP transit service via the Company Network to the public Internet. The Company Network is comprised of equipment and wiring located in the Company's IP Core Network.
- 4.2 The Product is configured at designated speeds on a port(s) on the Company's handoff utilizing IP Core Network equipment. This Access Port(s) shall be the point of demarcation for purposes of the applicable Product and for purposes of measurements in connection with said Product. The selected speed of service, physical handoff type on the Licensee Premise Equipment ("CPE") to the Licensee, pricing and length of the initial Product Term shall be set out in the individual Order Form.
- 4.3 Licensee shall utilize the Product(s) in compliance with all applicable international, federal, state and local laws and regulations, as well as abide by Company's Acceptable Use Policy, which is posted on Company's website at fiber.crowncastle.com and incorporated herein by reference.
- 4.4 To the extent applicable, Licensee acknowledges that Company has no ability to determine whether the communications traffic carried via the Product is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Order Form, Licensee acknowledges and agrees that the communications traffic to be carried via the Company Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Red. 1352).
- 4.5 Upon expiration or termination of a Product for any reason, Licensee agrees to return to Company any IP addresses or address blocks assigned to Licensee by Company.

5. SERVICE LEVEL AGREEMENT

5.1 Network Unavailability. Subject to this Section 5, in the event of Network Unavailability to any Internet Service, Licensee may be entitled to a credit (a "Product Credit") in accordance with the applicable Service Level Objective set forth below in this Section 5.1. Network Unavailability shall be deemed to begin upon the earlier of Company's actual knowledge of the Network Unavailability or Company's receipt of notice from Licensee of the Network Unavailability, and end when the Product is operational such that the Product is again able to transmit and receive packets to/from the IP Core Network and Access Port or Ports, as documented by Company's records. Where Licensee provides its own local access circuits, any periods of Network Unavailability caused by failure of such local access circuits shall be excluded from any calculation of Network Unavailability. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Order Form, in no event shall any Network Unavailability or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Company of this Supplement, the Agreement or any Order Form.

Duration of Network Unavailability	Product Credit
Up to 45 Minutes	No credit
> 45 Minutes to Four Hours	10% of applicable MRC
> Four Hours to Eight Hours	20% of applicable MRC
> Eight Hours to Twelve Hours	40% of applicable MRC
> Twelve Hours to Twenty-Four Hours	50% of applicable MRC
> Twenty-Four Hours	100% of applicable MRC

5.2 Latency

5.2.1 Parameter. Company shall use commercially reasonable efforts to maintain a monthly average Latency less than 30 milliseconds measured within the IP Core Network to the Access Port. Traffic traversing the public Internet is not subject or applicable to this Section 5 or this Supplement.

5.2.2 Measurement. Latency is measured between the IP Core Network and Access Port and does not apply to local access circuits. Latency is measured using Company's network management systems or testing hardware. Company's network management systems or testing hardware shall be the sole and conclusive source of measurements for the purposes of measuring Latency. Performance measurements will be accomplished using Y.1731, its logical equivalent, and/or through the use of industry standard dedicated test sets, as elected by the Company at its sole discretion. Specifically, the Company places severe limitations on response packets sent using the ICMP Echo protocol, such as ping and traceroute; times returned by those two programs while traversing core network equipment are known to be misleading and will not be used for performance measurements. Upon request, Company will provide copies of measurements and tests performed for the purposes of determining credits to Licensee hereunder.

5.2.3 Product Credit. If monthly average Latency exceeds the parameters set forth in Section 5.2.1, Licensee shall be entitled to a Product Credit of ten percent (10%) of the applicable MRC.

5.2.4 Excessive Degradation. If, at any time, the Product experiences Latency greater than 35 milliseconds for a sustained period of two hours or more, the time for which that Latency is experienced shall be considered a period of Network Unavailability, entitling Licensee to the applicable Product Credit under Section 5.1, in lieu of a Product Credit under Section 5.2.3.

5.3 Packet Delivery

5.3.1 Parameter. Company shall use commercially reasonable efforts to maintain a monthly average Packet Delivery of no less than ninety-nine point nine percent (99.9%).

5.3.2 Rate Shaping: Products delivered over fixed rate interfaces as defined in the applicable specifications and in the situation where the contracted Product level is lower than the physical interface speed, rate enforcement will be done by the application of 'rate shaping' which involves random packet discard. Packets discarded in this fashion are not subject to this Section 5 or this Supplement.

5.3.3 Product Credit. If monthly average Packet Delivery fails to meet the parameters set forth in Section 5.3.1, Licensee shall be entitled to a Product Credit of ten percent (10%) of the applicable MRC.

5.4 Throughput

5.4.1 Parameter. Company shall use commercially reasonable efforts to maintain a monthly average Throughput at no less than ninety-five percent (95%) of Bandwidth set forth in the Order Form.

5.4.2 Measurement. Throughput is measured at Company's demarcation device at the Licensee's premises using industry standard tests and Company network based throughput beacons. Only measurements by dedicated test sets are used for measuring the parameters set forth in this Section 5.4 and this Supplement.

5.4.3 Product Credit. If, at any time, the Product experiences Throughput below the ninety-five percent (95%) monthly average set forth in Section 5.4.1, Licensee shall be entitled to a Product Credit of ten percent (10%) of the applicable MRC.

5.4.4 Excessive Degradation: If, at any time, the Product experiences Throughput below ninety-five percent (95%) for a sustained period of two hours or more, the period for which such reduced Throughput is experienced shall be considered a period of Network Unavailability, entitling Licensee to the applicable Product Credit under Section 5.1, in lieu of a Product Credit under Section 5.4.3.

5.5 Product Credits. Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Company. Product Credits hereunder may be paid only once per any given billing cycle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Network Unavailability and/or failure to meet any objectives or parameters set forth in this Supplement. Product Credits will not be issued to Licensee if Licensee's account with Company is in arrears. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of any Network Unavailability or failure to meet any objectives or parameters of any Off-Net Product provided by Company to Licensee, Company agrees to pass through a credit equal to the credit received by Company from its underlying Company(s) for such Network Unavailability, in lieu of the above-stated Product Credits. In no event shall Company's total liability for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Network Unavailability or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Product.

5.6 Product Credit Request. Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event which gives rise to Licensee's right to request the Product Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Product Credit.

5.7 Multiple Applicable Standards. If an incident affects the performance of the Product and results in a period or periods of interruption, disruption, failure or degradation in quality, entitling Licensee to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Licensee shall not be entitled to credits under multiple service level standards for the same incident.

5.8 Events Excepted From Product Credit. Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Network Unavailability, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, End User equipment or Licensee's vendor's equipment;

- c. Failure of electrical power not provided by Company;
- d. Election by Licensee, after requested by Company, not to release the Product for testing and repair;
- e. Company's inability to obtain access required to remedy a defect in Product;
- f. Scheduled maintenance and emergency maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event;
- i. Disconnection or suspension of the Product by Company pursuant to a right provided under this Agreement; and/or
- j. Company's inability to repair due to utility safety restrictions.

5.9 Disclaimer of Third Party Actions. At times, actions or inactions caused by third parties (e.g. denial of service attacks and unauthorized network intrusions) can produce situations in which Licensee connections to the Internet (or portions thereof) may be impaired or disrupted. In addition, third parties may attempt to intrude into or hack into Licensee's network. Company has no control over or responsibility for the security of Licensee's network or unauthorized intrusions into and/or unauthorized uses of Licensee's network and/or IP addresses used by Licensee. Company cannot guarantee that such situations will not occur, and accordingly Company disclaims any and all liability resulting from or related to such events. In the event that Licensee's use of the Product or such third parties is causing harm to the Network or its operations, Company shall have the right to suspend the Product. Company shall restore the Product at such time as it reasonably deems that there is no further harm or threat to the Company network or its operations. This Section 5 shall apply only to Products that are provisioned on the IP Core Network.

The Parties have executed this Supplement as of the last date of execution below.

LICENSEE:

**COMPANY:
CROWN CASTLE FIBER LLC, f/k/a
LIGHTOWER FIBER NETWORKS II, LLC**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

LICENSEE:	
Address:	
State of Organization:	

This **MASTER TELECOMMUNICATIONS LICENSE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **CROWN CASTLE FIBER LLC, f/k/a LIGHTOWER FIBER NETWORKS II, LLC**, ("Company"), and Licensee (as named above). This Master Telecommunication License Agreement, the General Terms and Conditions below, and any and all Supplements (as defined herein) and exhibits to this Master Telecommunications License Agreement are collectively referred to as the "Agreement". Company and Licensee are collectively referred to as the "Parties" or individually as a "Party".

GENERAL TERMS AND CONDITIONS

1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

1.1 Products and Order Forms. This Agreement applies to each telecommunications facility, or product, provided or licensed by Company to Licensee (each a "Product"). Each Product will be specified in an order form executed by the Parties (each an "Order Form"). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Company unless otherwise agreed in writing by Company.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to these General Terms and Conditions each containing additional terms and conditions applicable to specific types of Products (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into and subject to the terms and conditions set forth in this Master Telecommunications License Agreement.

1.3 Company Affiliates. Licensee acknowledges and agrees that at Company's option, Products may be provided or licensed by Company, or by an Affiliate of Company, and that any charges or other amounts received by the Company under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of the Company, shall be received by the Company in its capacity as an agent on behalf of such Affiliate¹. In addition, Order Forms may be executed by an Affiliate of Company, and in such event, any and all references to "Company" herein shall be deemed to be a reference to the applicable Affiliate of Company that executed such Order Form. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein.

2.2 Product Term. The term (each a "Product Term") for each Product begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Product Term.

2.3 Acceptance Date. The "Acceptance Date" for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the second (2nd) business day following Company's delivery of notice of the installation of the Product (such notice, a "Connection Notice"), unless Licensee notifies Company in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A "Defect" exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Company and Licensee shall work cooperatively to promptly remedy such Defect, and Company shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Company will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

¹Products in the following states will be provided or licensed by either Company or by the designated Affiliate of Company: Fiber Technologies Networks, L.L.C.: IN, KY, MI, OH, WV, WI; Fibernet Direct Florida LLC: FL, GA; Fibernet Direct Texas LLC: LA, OK, TX; Access Fiber Group, Inc.: AL, MO, TN; Wilshire Connection, LLC: CA; Crown Castle Fiber LLC: CT, DE, DC, IL, ME, MD, MA, NH, NJ, NY, SC, PA, RI, VT, VA. Internet access will be provided by Company's Affiliate, Sunesys Enterprise LLC.

3. PAYMENT TERMS.

3.1 Charges. Company will invoice Licensee for any non-recurring charge (“NRC”) associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge (“MRC”) associated with the Product shall begin to accrue on the Acceptance Date of such Product. Company will invoice Licensee the MRC associated with the Product in advance, except Company will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

3.2 Payments; Late Payments. Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the “Due Date”), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Licensee all collection costs, including attorney fees.

3.3 Disputed Payments. Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Company of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Company of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Company, Company will apply a credit to Licensee’s account in the amount of the dispute in the next billing cycle. If the dispute is resolved in Company’s favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES.

4.1 Taxes and Fees. All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) in connection with the provision, sale or use of the Product or facility furnished to Licensee (collectively referred to as “Taxes”). Licensee shall not be responsible for, and Taxes will not include, taxes on Company’s net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Company with a valid and duly executed exemption certificate and any other information with respect to such exemption as Company may require; such certificate will be honored from the date that Company receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Company for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

4.2 REIT Status. Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity (“REIT Owner”) that qualifies or intends to qualify as a “real estate investment trust” (“REIT”) under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the “Code”); and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code and that the license of Products and receipt of charges in exchange therefor shall be treated in a manner consistent with Section 1.3 of this Agreement, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

5. COMPANY EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

5.1 Company Equipment; Company Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Company to provide Products (“Company Equipment”) and Company’s fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Company (the “Company Network”) shall remain the sole and exclusive property of Company notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Company Equipment or the Company Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Company Equipment or the Company Network without the prior written consent of Company. Licensee may not cause any liens to be placed on any Company Equipment or the Company Network, and will cause any such liens to be removed within ten (10) days of Licensee’s knowledge thereof. Licensee shall be liable to Company for any loss or damage to the Company Equipment or Company Network caused by Licensee or Licensee’s employees, contractors, agents or end users. Nothing herein shall prevent Company from using the Company Network and Company Equipment to provide products to other customers.

5.2 Extension of Network. To the extent an Order Form requires Company to complete construction, extend the Company Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Company in obtaining such Underlying Rights as necessary to provide the Product. Company may, without liability to either Party, terminate a Product prior to delivery, if Company encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Company is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Company may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Company shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Company. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations.

and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Company Network and/or for Company to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Company to provide a Product. "Off-Net Products" shall mean any products provided by a third-party. "On-Net Products" shall mean Products that use transmission and related facilities owned and controlled by Company.

5.3 Licensee Equipment. Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product ("Licensee Equipment"). Company will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Company, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Company.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Company will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee's reasonable request, at a time mutually agreed to by Licensee and Company. Company will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Company, as necessary.

6.2 Emergency Maintenance. Company may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Company Network. Company will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

6.3 Product Issues. Licensee may notify Company's Network Operating Center ("NOC") of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Company's Customer Support Information provided to Licensee, which may be updated by Company from time to time. If Company dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user's equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Company for any and all associated time and materials at Company's then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access to Premises. Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Company to use pathways into and in each building at which Licensee's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Company the right to access such premises to the extent reasonably requested by Company to install, maintain, repair, replace and remove any and all equipment, cables or other devices Company deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Company access to its premises as necessary to enable Company to remove the Company Equipment. Company, its employees, contractors and agents shall have access to any Company Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Company shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Company prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Company hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Licensee shall procure and make available to Company, at Licensee's locations and at end user locations where a Product is provided or licensed, at Licensee's sole cost and expense, adequate space, AC power and HVAC for Company Equipment.

7.3 Property Owner Not Liable. Neither Licensee nor any of Licensee's end-users shall have any recourse against any property owner or property manager of any premises to which any Product is delivered and/or at which Company Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Company, nor shall Company have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Licensee; Suspension. In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Company may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Company at law, or in equity.

8.2 Default By Company. Licensee may terminate a Product in the event Company breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Company's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Company commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Company provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

9. INSURANCE.

9.1 **Insurance.** Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraphs 10.2.
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 **Type and Proof of Insurance.** The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO COMPANY FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY COMPANY.

10.2. **Indemnification.** Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Company and its Indemnitees from and against any third-party Claims brought against such Company and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. **Indemnification Process.** If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND COMPANY HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in

connection with the provision and use of the Products, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. If the Parties have executed a non-disclosure or confidentiality agreement and such agreement remains in force, the terms of that agreement shall apply in lieu of this Section. If the Parties have not executed a non-disclosure or confidentiality agreement or such agreement lapses, terminates or expires, each Party agrees to limit use and prevent disclosure of the other Party's "Proprietary Information" in accordance with this Section. Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates nor representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Products required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party. Moreover, and notwithstanding anything to the contrary herein, Company may freely delegate its obligations hereunder, and assign or pledge its rights hereunder to one or more lenders for financing purposes.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Forms due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

Address for Licensee Notices:

Address for Company Notices:

Crown Castle Fiber
55 Broad Street
New York, NY 10004
Att'n: Deputy General Counsel - Fiber

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form, at <http://fiber.crowncastle.com/support>, or as otherwise directed by Company.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no

person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Company may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

16.12 Disconnection Notice Requirement. Licensee shall submit all requests for disconnection of Products in writing to Company. Such disconnection effective date will be the later of (i) thirty (30) days from Company's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Company shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Company is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

LICENSEE:

**CROWN CASTLE FIBER LLC, f/k/a
LIGHTOWER FIBER NETWORKS II, LLC**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name

5/16/2018 Edition

24/7 Chesapeake Holdings, LLC	Crown Castle International Corp.	Global Signal GP LLC
24/7 Mid-Atlantic Network of Virginia, LLC	Crown Castle International Corp. de Puerto Rico	Global Signal Holdings III LLC
24/7 Mid-Atlantic Network, LLC	Crown Castle International LLC	Global Signal Holdings IV LLC
Access Fiber Group Holdings LLC	Crown Castle Investment Corp.	Global Signal Operating Partnership, L.P.
Access Fiber Group, Inc.	Crown Castle Investment II Corp.	Global Signal Services LLC
AirComm of Avon, L.L.C.	Crown Castle MM Holding Corp.	GoldenState Towers, LLC
Atlantic Coast Communications LLC	Crown Castle MM Holding LLC	GS Savings Inc.
CA - CLEC LLC	Crown Castle MU LLC	GSPN Intangibles LLC
CC Castle International LLC	Crown Castle MUPA LLC	High Point Management Co. LLC
CC Edge LLC	Crown Castle NG Atlantic LLC	ICB Towers, LLC
CC Edge Solutions LLC	Crown Castle NG Central LLC	InfraSource FI, LLC
CC Finance LLC	Crown Castle NG East LLC	InSITE Fiber of Virginia LLC
CC FN Holdings LLC	Crown Castle NG Networks LLC	InSITE Solutions LLC
CC Holdings GS V LLC	Crown Castle NG West LLC	Interstate Tower Communications LLC
CC Site Acquisitions II LLC	Crown Castle Operating Company	Intracoastal City Towers LLC
CC Sunesys Fiber Networks LLC	Crown Castle Operating LLC	IX2 Center, LLC
CC TM PA LLC	Crown Castle Orlando Corp.	IX2 Wilshire, LLC
CC Towers Guarantor LLC	Crown Castle PR LLC	JBCM Towers LLC
CC Towers Holding LLC	Crown Castle PR Solutions LLC	Light Tower Clearinghouse LLC
CC TS LLC	Crown Castle PT Inc.	Light Tower Fiber New York, Inc. (NY)
CCATT Holdings LLC	Crown Castle Puerto Rico Corp.	Light Tower Holdings LLC
CCATT LCC	Crown Castle Services LLC	Light Tower Management, Inc.
CCATT PR LLC	Crown Castle Solutions LLC	Light Tower Metro Fiber LLC
CCGS Holdings Corp.	Crown Castle South LLC	Lighttower Fiber Infrastructure Corp.
CCPE Acquisitions LLC	Crown Castle TDC LLC	Lighttower Fiber Networks I, LLC
CCPR VI Tower Newco LLC	Crown Castle TLA LLC	Lighttower Fiber Networks II, LLC n/k/a Crown Castle Fiber LLC
CCS & E LLC	Crown Castle Towers 05 LLC	LTS Buyer LLC
CCT2 Holdings LLC	Crown Castle Towers 06-2 LLC	LTS Group Holdings LLC
CCTM Holdings LLC	Crown Castle Towers 09 LLC	LTS Intermediate Holdings A LLC
CCTMI LLC	Crown Castle Towers LLC	LTS Intermediate Holdings B LLC
CCTM2 LLC	Crown Castle USA Inc.	LTS Intermediate Holdings C LLC
CCTMO LLC	Crown Communication LLC	Md7 Capitol One, LLC
Chesapeake Fiber, LLC	Crown Communication New York, Inc.	Mobile Media California LLC
Coastal Antennas LLC	Crown Mobile Systems, Inc.	Mobile Media National LLC
ComSite Venture, Inc.	DAS Development Corporation	Modeo LLC
Coverage Plus Antenna Systems LLC	Fiber Technologies Networks, L.L.C.	MW Cell REIT I LLC
Cross Connect Solutions, Inc. (PA)	Fibernet Direct Florida LLC	MW Cell TRS I LLC
Crown Atlantic Company LLC	Fibernet Direct Holdings LLC	NEON Transcom, Inc.
Crown Castle AS LLC	Fibernet Direct TEL LLC	NewPath Networks Holding LLC
Crown Castle Atlantic LLC	Fibernet Direct Texas LLC	NewPath Networks LLC
Crown Castle Augusta LLC	Fibertech Facilities Corp. (NY)	NY - CLEC LLC
Crown Castle BP ATT LLC	Fibertech Holdings Corp.	OP 2 LLC
Crown Castle CA Corp.	Fibertech Networks, LLC	OP LLC
Crown Castle Fiber LLC f/k/a Lighttower Fiber Networks II, LLC	Freedom Telecommunications, LLC	P3 CHB-I, LLC
Crown Castle GS III Corp.	Global Signal Acquisitions II LLC	P3 Holdings 2014 LLC
Crown Castle GT Company LLC	Global Signal Acquisitions III LLC	P3 OASA-I, LLC
Crown Castle GT Corp.	Global Signal Acquisitions IV LLC	P3 PBA-I, LLC
Crown Castle GT Holding Sub LLC	Global Signal Acquisitions LLC	PA - CLEC LLC

Crown Castle International Corp. Consolidated Subsidiaries as Named Insureds

Entity Name

5/16/2018 Edition

Pinnacle San Antonio L.L.C.	Towers Finco LLC
Pinnacle St. Louis LLC	TriStar Investors LLC
Pinnacle Towers Acquisition Holdings LLC	TVHT, LLC
Pinnacle Towers Acquisition LLC	WA - CLEC LLC
Pinnacle Towers Asset Holding LLC	WCP Wireless Lease Subsidiary, LLC
Pinnacle Towers Canada, Inc.	WCP Wireless Site Funding LLC
Pinnacle Towers III LLC	WCP Wireless Site Holdeo LLC
Pinnacle Towers Limited	WCP Wireless Site Non-RE Funding LLC
Pinnacle Towers LLC	WCP Wireless Site Non-RE Holdeo LLC
Pinnacle Towers V Inc.	WCP Wireless Site RE Funding LLC
PR Site Development Corporation	WCP Wireless Site RE Holdeo LLC
PR TDC Corporation	Wilcon Holdings LLC
Princeton Ancillary Services II LLC	Wilcon Operations LLC
Princeton Ancillary Services III LLC	Wilshire Connection, LLC
Radio Station WGLD LLC	Wilshire Services, LLC
RGP Tower Group, LLC	Wireless Funding, LLC
Shaffer & Associates, Inc.	Wireless Realty Holdings II, LLC
Sidera Networks UK Limited (UK)	Wireless Revenue Properties, LLC
Sidera Networks, Inc.	Yankee Metro Parent, Inc.
Sierra Towers, Inc.	
Sunesys Enterprise LLC	
Sunesys of Massachusetts, LLC	
Sunesys of Virginia, Inc.	
Sunesys, LLC	
Thunder Towers LLC	
Tower Development Corporation	
Tower Systems LLC	
Tower Technology Company of Jacksonville LLC	
Tower Ventures III, LLC	
TowerOne 2012, LLC	
TowerOne Allentown 001, LLC	
TowerOne Bethlehem 001, LLC	
TowerOne Doylestown, LLC	
TowerOne East Rockhill 001, LLC	
TowerOne Marple, LLC	
TowerOne Middletown 001, LLC	
TowerOne Middletown 002, LLC	
TowerOne Middletown 003, LLC	
TowerOne North Coventry, LLC	
TowerOne Partners, LLC	
TowerOne Richland, LLC	
TowerOne Upper Pottsgrove 002, LLC	
TowerOne Upper Pottsgrove, LLC	
TowerOne Warminster 001, LLC	
TowerOne Warrington 002, LLC	
Towers Finco I LLC	
Towers Finco III LLC	

Continued SECTION 2, Submittal Requirements

BID SUBMITTAL CHECKLIST

Note: Please submit your bid in this order

- YES___ NO___ 1. Bid submittal – one (1) hard copy original and/plus one (1) PDF copy (on CD or flash drive)
- YES___ NO___ 2. Signed, Bidder Acknowledgment Cover Sheet, Section 1
- YES___ NO___ 3. Acknowledgment of addendum (s) (if any)
- YES___ NO___ 4. Bid Summary Sheet, Section 5
- YES___ NO___ 5. Cost Proposal (Section 4, Attachment A – Summary Pricing - on DemandStar)
- YES___ NO___ 6. Bidder Qualification Form (Section 6, Attachment G)
- YES___ NO___ 7. Copy of Appropriate License (s)
- YES___ NO___ 8. Drug Free Workplace Certification (Section 6, Attachment E)
- YES___ NO___ 9. IRS Form W-9
- YES___ NO___ 10. Attachment C – Information Security Affidavit
- YES___ NO___ 11. Attachment D – Non-Disclosure Agreement
- YES___ NO___ 12. Vendor Conflict of Interest Form (Section 3, Attachment I)

SECTION 3.0, SPECIAL CONDITIONS

- 3.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty-eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers as listed below. For detailed information on the College visit www.broward.edu.

As the College forges into its second half-century of service to Broward County, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves more than 63,000 students annually and employs a faculty and staff of more than 2,000. For detailed information on the College visit www.broward.edu.

Enrollment & Demographic Data:

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information from 2017 can be found by accessing the following link:

<http://www.broward.edu/discover/Pages/Fast-Facts.aspx>

- 3.2 **PURPOSE:** The College is looking for proposals to provide Internet service at four main locations. North Campus – Building 46, Central Campus – Building 1, South Campus – Building 71, and Downtown Campus – Building 33. The College currently has a Wide Area Network (WAN) connecting all sites/locations. The primary purpose of this solicitation is to establish a separate failover and redundant network to support critical safety, telephony and facilities equipment communications across the College in the event of a WAN failure or unforeseen disconnect; this is in addition to providing daily Internet service at the sites/locations. Therefore, for the best interest of the College and to establish a high level of redundancy and safety in the network, bids will only be valid or accepted from vendors not currently providing WAN services to the College. In addition, for the College to effectively manage the services, only bids for all sites will be accepted, with all sites being provided by a single Internet Service Provider (ISP).
- 3.3 **SUBMITTAL REQUIREMENTS:** Completed bid must be submitted in a sealed envelope with bid number and title clearly typed or written on the front of the envelope. It is the bidder’s responsibility to assure that Bids are received by the Procurement Department on the 2nd Floor, at 6400 NW 6th Way, Fort Lauderdale, FL 33309 by the bid deadline. Bids must be time stamped in the Procurement Services Department on or before 2:30:00 p.m. on date due for bid to be considered. Any submittal received after the stated date and time will not be accepted or considered. No faxed or e-mailed offers will be accepted or considered. No offers will be accepted or received in any other Broward College office.

BIDDER’S RESPONSIBILITY: It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.

Going Greener!! One original of the requested documents must be returned with bid. Offers submitted on any other form may be disqualified. Do not return any other pages or documents unless specifically requested in the Invitation to Bid (ITB).

Bid Summary Sheet Excel page(s) on which the bidder actually submits a bid and any pages upon which information is required to be inserted must be completed and submitted with the bid. The College reserves the right to reject any bid that fails to comply with these submittal requirements.

EXECUTION OF BID: Bid must contain an original hand/ manual signature of an authorized representative in the space provided above in SECTION 1.0, Bidder Acknowledgement. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must

be initialed by the person signing the bid even when using opaque correction fluid. The College reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

ACKNOWLEDGMENT OF RELEASED ADDENDA TO THIS ITB: It is the prospective bidder's responsibility to verify that they have received all released addenda and, thereby must include acknowledgement (per addenda instructions when addenda are released) of any addenda that are required to be submitted with the bid response.

The College reserves the right to issue any addendum modifying any portion of this ITB. Caution is given that certain addenda may be required to be submitted with bid responses as specified in the particular addenda.

3.4 **QUANTITIES:** The quantities listed are estimated quantities to be ordered throughout the contract period for each item and are not guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the ITB estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

3.5 **VENDOR CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College – Please fill-out Attachment I – Vendor Conflict of Interest Form.

3.6 **QUALIFICATION OF BIDDERS - BIDDER QUALIFICATION FORM:** Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Bidder must be licensed and have adequate organization, facilities, equipment, inventory and personnel to insure prompt, efficient and satisfactory service and supply to the College.

The College will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory at the sole discretion of the College. The College reserves the right before recommending any award to inspect the merchandise of the company in accordance with the specifications, terms and conditions.

The College reserves the right to reject bids where evidence is submitted or investigation and evaluation indicates inability of the bidder to perform.

Broward College reserves the right, before awarding the contract, to require bidder(s) to submit further evidence of qualifications or any other information Broward College staff may deem necessary for further clarification or clarification of items submitted.

This bid will be awarded only to responsible bidder qualified by experience and in a financial position to provide the services and items specified.

In order to facilitate the prompt award of this bid, the bidder shall complete the attached Bidder Qualification Form – **SEE SECTION 6, ATTACHMENT G**, include all requested information, copies and attachments, and submit with their Bid submittal. Failure to submit documentation, as required herein, may result in submittal disqualification.

3.7 **LICENSING REQUIREMENTS:** In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess the necessary licenses (including any specified State registration, Class B contractor, and/or technician certifications, if applicable) at the time of bid submittal. The license holder's name, type of license and number shall be documented in the Bidder's Qualification Form, Attachment G. Proof of licensing should be submitted with sealed bid. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

3.8 **SAMPLES:** After bid opening and prior to award, samples of the product you offer may be required for evaluation. Items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, bid number, and item number. Such samples, when requested by the College,

must be furnished no later than 72 hours after notification. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid

3.9 **ITB CONTACT AND SUBMITTAL OF QUESTIONS:**

CONTACT:	Jose Luis Hidalgo	EMAIL:	jhidalq1@broward.edu
TELEPHONE:	954-201-7566	FAX:	954-201-7330

Interested parties must limit all communications, including any question or comment which is to be submitted in writing, concerning this ITB, to the individual stated in this section. No other College employee or District Board of Trustee Member may be contacted. Any question(s) which requires a response which amends the ITB document in any way will be answered via addendum by the Procurement Services Department to all known proposers. Any verbal or written information received by proposers, which is obtained by any means other than this ITB document or by addenda shall not be binding on the College. Questions must be received, in writing, on or before **November 1, 2018** by 5:00 pm EST, as the deadline for receipt of questions – no exceptions. If necessary, an Addendum will be issued.

3.9.1 **Question Submission:** Any questions concerning any condition or requirement of this ITB must be received via email to jhidalq1@broward.edu, with **subject line to read “Questions-ITB-2019-068-JH by November 1, 2018 by 5:00 pm EST**. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all potential respondents who downloaded the solicitation on DemandStar (www.demandstar.com). Any verbal or written information received by proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

3.9.2 **Prohibited Contact/Communications (CONE OF SILENCE):** Any potential bidder, respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services and Resource Management, unless so notified by the Procurement Services Department. A bid/proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on College.

3.10 **W-9 FORM:** It is a requirement of this ITB that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with bid or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov. Failure to submit W-9 Form as stated herein may result in proposal disqualification.

3.11 **DRUG-FREE WORKPLACE CERTIFICATION:** Submit a completed Drug-Free Workplace Certification form with bid. See Section 6, Attachment 1 for form.

3.12 **AWARD:** The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.

During the evaluation and review of bid(s), the College may consider any information or evidence which comes to its attention. This information may be utilized in determining the bidder’s capability to fully perform the services of this ITB and/or the bidder’s level of integrity and reliability that is required to assure satisfactory performance of any and all award or contracts produced from this ITB.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bidder list and not be eligible to do business with BC for two years, as described in General Condition #28.

3.12.1 Additional Products and/or Services May Be Added or Deleted: Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

3.12.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

3.13 **CONTRACT TERM:** The award of this bid shall establish a contract for the period **beginning with the date of award and continuing for a period of thirty-six (36) months.** Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the initial contract period. Items will be ordered on an as needed basis.

3.14 **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the services listed. The term of the bid shall be for **3 years** and may, by mutual agreement between the College and the awardee, upon final College approval, be **renewed for three (3) additional one-year periods and/or extended 90 days beyond the expiration date** of the final renewal period.

The College, through its Procurement Services Department, will, if considering renewal/extending, request a letter of intent to renew/extend from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices shall be firm for the initial three-year term of the contract. The successful awardee(s) agrees to this condition by signing its bid.

3.15 **PRICE ADJUSTMENTS:** Prices offered shall remain firm **through the first three (3) years of the contract. No cost increases shall be accepted in the initial contract term. Please consider this when providing pricing for this invitation to bid (ITB).** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 60 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from BC prior to invoicing. Any unit price adjustment invoiced without written approval from BC shall not be paid and the invoice returned to the Awardee for correction.

Price adjustments shall be negotiated in good faith with the awardee(s). Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), from the date of award, or shall not exceed 5%, whichever is less. The CPI index will not be seasonally adjusted.

In the event that the overall CPI index, at the time of invitation to renew, is lower than the overall CPI at the time of bid award or last renewal, the College reserves the right to request a reduction in contract prices equal to the percentage of change.

The College reserves the right reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or its component parts as a basis for reviewing price adjustments.

The college reserves the right to not renew any contract and to cancel renewal of any contract regardless of price considerations and to cancel any renewal of any contract.

Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

3.16 **PARTIAL PAYMENT:** Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required.

3.17 **ORDERING:** The awardee(s) will receive individual purchase orders on an as-needed basis specifying the "ship to" address. The College locations may issue open (blanket) purchase orders as required; minimum order quantities and/or dollar amounts are not acceptable. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will

be ordered on an as needed basis through the use of an order form. Unauthorized shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

- 3.18 **COMMENCEMENT OF WORK/SHIPMENT:** No commencement of work or shipment of goods shall begin until such time as awardee receives a COLLEGE Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected.

It will be the responsibility of the successful bidder to supply necessary labor for the placement of all equipment/material as specified.

- 3.19 **SHIPPING:** All prices on bid will include cost of all shipping and handling by bidder and all delivery charges to Broward College locations in Broward County, Florida.

- 3.20 **DELIVERY/INSTALLATION:** It shall be the responsibility of the awardee (s) to include on-site, inside delivery to the specified college campus (es) and/or centers within Broward County, Florida, assembly and to assure satisfactory operation of all features. Equipment specified shall be assembled, adjusted, operationally tested and ready for use at time of delivery.

- 3.21 **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

- 3.22 **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of BC, and shall replace and/or repair any loss or damages unless such is caused by the BC. BC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

- 3.23 **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.

- 3.24 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The Contractor shall not sublet the work or Services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.

- 3.25 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** Below is a listing of current College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any College district, campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar container.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

3.26 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:

Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government or public entities under the same terms and conditions and contract price(s), if agreeable by the proposer/bidder and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties, cities, state colleges and universities, and school boards.

All government or public agencies allowed by the awardee to use this contract shall do so independent of any other governmental or public entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

3.27 NON-SMOKING FACILITY/CAMPUSES:

3.27.1 Smoking is not permitted on any Campus or Center.

3.28 HOLIDAYS:

Holiday Schedule shall be approved by the College's Contract Administrator. Broward College recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Spring Break
 - 1st or 2nd Week of March each year.
- Memorial Day Holiday
- Independence Day Holiday
- Labor Day Holiday
- Veteran's Day Holiday
- Thanksgiving Holidays
 - Thursday and Friday each year.
- Winter Holidays
 - Approximately 2 weeks in late December though first day(s) of January.

3.29 HIPPA/FERPA CONFIDENTIALITY:

To the extent that information about the College's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164), as amended from time to time ("Protected Information"). Vendor agrees that: (i) it shall keep and maintain all "Protected Information" obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this Contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than authorized College employees, or as may be requested by government authorities in the lawful performance of their duties.

The Vendor shall also perform and comply with clause 60 of the General Conditions herein entitled "Background Checks".

At the request of the College, Vendor agrees to provide the College with a written statement of the procedures Vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

3.29.1 Information Security Affidavit – Attachment C

3.29.2 Non-Disclosure Agreement – Attachment D

3.30 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

3.31 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, or part of any or all responses. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible respondents who submit responses determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this ITB.
- b. Waive or decline to waive any minor informalities and any minor irregularities in any responses received. A minor irregularity is a variation from the ITB which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this ITB, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the ITB requirements or excuse the respondent from full compliance with the ITB specifications and other contract requirements if the respondent is awarded the contract.
- c. Determine service and/or equipment or other equivalency to the College's specifications in evaluating bid responses.
- d. Adopt all or any part of the respondent's response.
- e. Negotiate changes in the scope of work or services to be provided.
- f. Award contracts to multiple respondents.
- g. Withhold the award of contract.
- h. Select the respondent it deems to be most qualified to fulfill the needs of the College. The respondent with the lowest-cost response may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable response.

3.32 **COLLEGE'S RIGHT TO REJECT:**

3.32.1 The College reserves the right to reject any and all responses and re-advertise at any time prior to Board approval of the recommended respondent(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the Proposal and participation in this ITB process shall be borne by the respondents. Responses submitted in response to this ITB shall become the property of the College and considered public documents under applicable Florida law.

3.32.2 The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the ITB requirements when and if it is in the best interests of the College.

3.32.3 A submittal shall be rejected for failure to comply with the following requirements:

- The proposer is not registered and licensed in the State of Florida to provide the proposed services.
- The submittal is not received by the College by the specified deadline.
- The proposer has been determined to be Non-Responsive and/or Non-Responsible.

3.33 **PARTS AND SERVICES:** Bid will be considered only on items for which parts and service are sufficiently available locally, at the discretion of the College, so that excessive down time will not occur. Bidders should be ready to furnish information on availability of parts and service upon request by the College.

- 3.34 **DISCONTINUED ITEM:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the vendor's or manufacturer's inventory, then the vendor shall advise the Procurement Services Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to equipment during evaluation.
- 3.35 **MODEL UPDATES:** If, during the contract period, the awarded model is discontinued by the manufacturer, the awarded vendor must advise the College Procurement Services Department in writing thirty days in advance of discontinuation or the non-availability of the contract item and submit complete descriptive literature for the new updated model for the College evaluation and approval. The new model must be the same make as the awarded contract item and must be offered at the contract price or less.
- 3.36 **RECYCLING:** Contractor must comply with any current or future recycling program established by the State, the County, the Municipality and/or The College. Inability to comply or reach agreement with The College to meet compliance will result in cancellation of award.
- 3.37 **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this ITB, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
- Deadlines: A) Emergency work including debris to prevent further damage and/or threat to health, life, limb and safety must begin immediately as soon as physically possible and be completed within 30 days.]
B) Permanent work must be completed within six (6) months. The college may choose to waive this permanent time frame. This waiver must be received in writing from the Associate VP, Business Services and Resource Management.
- 3.38 **LEAD FREE STATEMENT:** All material supplied The College must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to The College. **No bid will be considered unless this is agreed to by the vendor.**
- 3.39 **WARRANTY:** The successful bidder shall fully guarantee all items furnished hereunder against defect in material based upon the standard manufacturer warranty. Vendor are expected to successful coordinate and deliver of all new products or materials to Broward College when required.
- 3.40 **DATA PRIVACY AND SECURITY:** Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the Broward College for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the Broward College or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
- 3.41 **PROPOSERS' CONFERENCE:** A Pre-Bid Conference will be held on **October 29, 2018, at 10:00 a.m., Location: Cypress Creek Administrative Center, 6400 N.W. 6th Way, Fort Lauderdale, FL 33309, Second Floor, Room #284.** Representatives from all interested companies are encouraged to attend. The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive

proposal for submission to the College. While project questions and dialogue are encouraged at the Proposer's Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Section 3.6. Any information given, by any party, at the Proposers' Conference is not binding on the College unless it is contained within a subsequently released Addenda.

3.42 **PUBLIC ENTITY CRIMES:**

Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.

3.43 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.

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SECTION 4 - BID SPECIFICATIONS

4.1 SCOPE OF SERVICES

The College is looking for proposals to provide Internet service at four main locations listed below:

- a. North Campus: 1000 Coconut Creek Blvd. Coconut Creek, FL 33066
Building 46
- b. Central Campus: 3501 S.W. Davie Road. Davie, FL 33314
Building 1
- c. South Campus: 7200 Pines Blvd. Pembroke Pines, FL 33024
Building 71
- d. Downtown Campus: 111 East Las Olas Blvd. (Bldg. 33). Fort Lauderdale, FL 33301
Building 33

The College is looking for the following specifications on the Internet circuits for each site:

- Speed: 1Gpbs (1000 Mbps) symmetrical (upload and download must match)
- Port Capabilities: 1 Gpbs and/or 10 Gpbs (two options to be proposed)
- Fiber handoff (multi-mode and single-mode will be determined after award)
- Static IPv4 block: /28 (14 addresses)

Proposals for all sites will include all recurring and non-recurring costs. Including information on how the circuits will be delivered.

The Internet service provider must be able to deliver the circuits to the buildings provided as part of the construction. Proposals should also include estimated time for circuit delivery from contract signing and PO delivery.

The College currently has a Wide Area Network (WAN) connecting all sites/locations. The primary purpose of this solicitation is to establish a separate failover and redundant network to support critical safety, telephony and facilities equipment communications across the College in the event of a WAN failure or unforeseen disconnect; this is in addition to providing daily Internet service at the sites/locations. Therefore, for the best interest of the College and to establish a high level of redundancy and safety in the network, bids will only be valid or accepted from vendors not currently providing WAN services to the College. In addition, for the College to effectively manage the services, only bids for all sites will be accepted, with all sites being provided by a single Internet Service Provider (ISP).

4.2 PRICING

All pricing should include all non-recurring fees and monthly recurring fees for the circuit: services, installation, construction, IP blocks, ports, etc. Campus (sites) locations have been identified with the proper building where the core network components exist.

The pricing will be evaluated as follows, per site/campus:

1. Non-Recurring Cost (Construction, Circuits, Installation, Permits, etc.)
2. Monthly Recurring Cost (1Gpbs Circuit, 1-10Gpbs Capabilities, IPv4 Block, Equipment lease, etc.)

On Attachment A, Cost Proposal, **TAB "Itemized Pricing"**, will not be evaluated. The worksheet is to allow vendors to itemize all components and costs for the circuits. All recurring costs are monthly and totaled to 36 months.

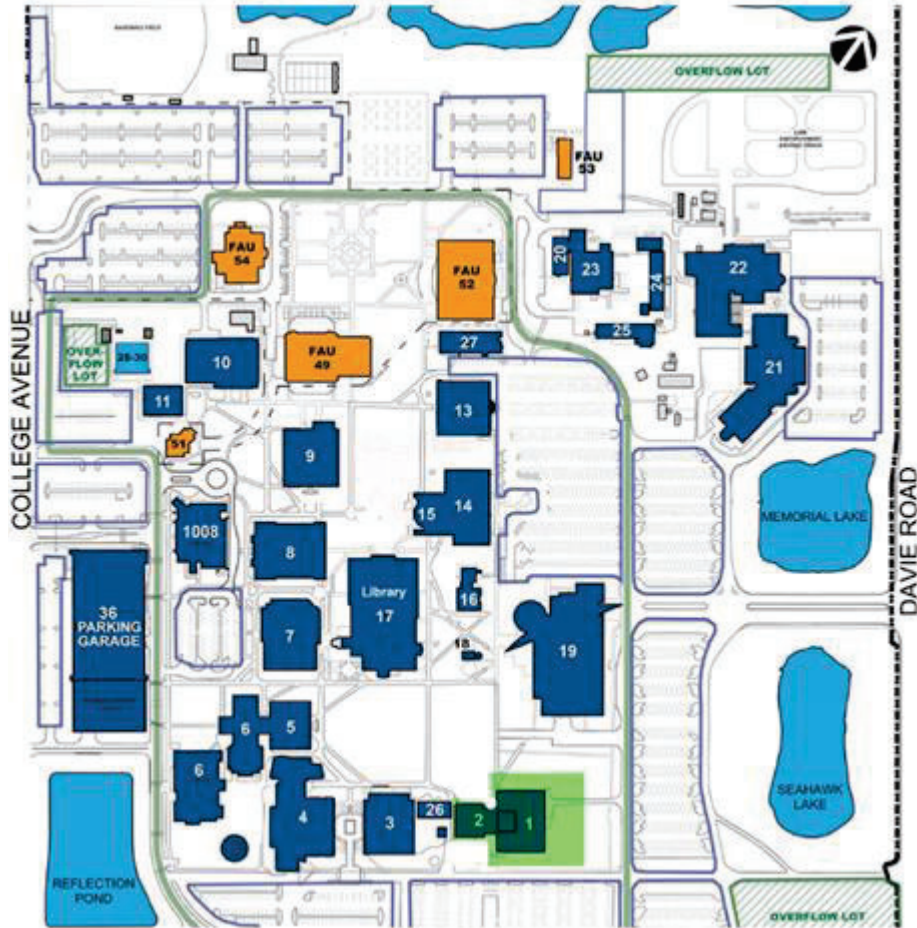
On Attachment A, Cost Proposal, **TAB "Summary Pricing"**, will be evaluated and will be used for the vendor award. The College will choose between the 1G Capabilities option or the 10G Capabilities option for each site.

4.3 **QUANTITIES**

Any quantities listed in this solicitation are estimated quantities only and are not guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

4.4 **SITE MAPS:**

Central Campus



(Balance of page intentionally left blank.)

North Campus



South Campus



Downtown Campus
Building 33

SECTION 5, BID SUMMARY SHEET

- Bidders are requested to submit all pricing on Attachment A- Cost Proposal on the “Summary Pricing” posted in Excel format.
- Use the “itemized Pricing” TAB on Attachment A- Cost Proposal to enter pricing information. This worksheet is locked and it will transfer totals to the “Summary Pricing” TAB.
- All pricing shall be in full accordance with the terms, conditions, and specifications stated herein.
- As specified, pricing quoted shall include inside delivery to the specified College campus (es), centers and/or facilities within Broward County, Florida.
- No additional amount will be allowed for service call or trip charge or delivery charge or shipping charge or handling charge.
- Bidder understands and agrees that awarded vendor(s) will be paid based upon items and quantities actually accepted by owner. Quantities listed are estimates only and are not to be construed as guaranteed work quantities. In the event College requires add-ons and/or replacements (additional items or additional teams), vendor shall provide commodity at quoted price.

**ON DEMANDSTAR.COM, SEE THE SEPARATE EXCEL DOCUMENT FOR “ATTACHMENT A -
- COST PROPOSAL” WITH LIST OF ITEMS.**

The Excel “Summary Pricing” sheet is one (1) page.

**SUBMIT YOUR COST PROPOSAL USING THE EXCEL WORKSHEET “Summary Pricing”
FROM ATTACHMENT A – COST PROPOSAL.**

COMPANY REPRESENTATIVE: Bidder(s) must indicate in the space provided the name, address and telephone number of the representative who could make scheduled visits to the College end users and who will be available upon request to resolve billing and delivery problems. **Failure to indicate a company representative may result in disqualification of bid submitted.**

- Name: _____
- Address: _____
- Telephone #: _____
- Fax #: _____
- Email: _____

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SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION:

NOTE TO BIDDER: Review General Condition 49 prior to prior to completing this bid.

Bidder must indicate responses in the space provided below:

Bidder is certified as SDB as defined in the College Policy 6Hx2-6.36 NO YES

If yes, Bidder please provide and attach to their bid submittal a copy of their certification as defined in Policy 6Hx2-.6.36, and from one of the accepted seven certifying agencies.

BIDDER'S FIRM NAME: _____

Signature: _____

Print name: _____

END of BID SUMMARY SHEET

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SECTION 6, ATTACHMENT E

DRUG FREE WORKPLACE CERTIFICATION (F.S. 287.087)

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN The PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The COLLEGE,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

(Balance of page intentionally left blank.)

SECTION 6, ATTACHMENT F
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 3.9 – ITB Contact and Submittal of Questions.

Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

A. COMMERCIAL GENERAL LIABILITY

- Bodily Injury and Property Damage
 - \$500,000 combined single limit per occurrence
 - \$1,000,000 General Aggregate
 - \$1,000,000 products/completed operations aggregate
- Personal and Advertising Injury
 - \$500,000 per occurrence
- Policy must contain contractual liability coverage.

B. COMMERCIAL AUTOMOBILE LIABILITY (if commercial autos will be used)

- Including Owned, Non-owned and hired vehicles
- Bodily Injury and Property Damage
 - \$500,000 combined single limit per occurrence

C. WORKERS COMPENSATION

- Florida Statutory Limits - Employer's Liability
- If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida. Info found at <http://www.myfloridacfo.com/Division/WC/>***

~~**D. PROFESSIONAL LIABILITY (if services require a professional license)**~~

- ~~\$1,000,000 per claim~~
- ~~\$1,000,000 aggregate~~

E. CYBER LIABILITY

If vendor will have access to the college networks, systems, access to student or employee data, or at the discretion of Broward College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.

F. "The District Board of Trustees of Broward College, Florida" must be shown as **Additional Insured** on all liability policies, other than workers comp. Additional insured status must apply to ongoing operations as well as products and completed operations.

G. All insurance carriers must be rated A- or better by AM Best.

H. (30) Thirty Days' notice of cancellation is required on all policies.

I. All certificates must be addressed and sent to:

The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Ft. Lauderdale, FL 33309

J. All exclusions added by endorsement must be indicated.

K. Certificate must be signed by an authorized representative.

L. If any of the required policies provide coverage on a “**claims-made**” basis:

Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

M. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.

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SECTION 6, ATTACHMENT G

BIDDER'S QUALIFICATION FORM

BIDDER QUALIFICATION FORM

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

Legal Name of Company/Bidder: _____

Address of the principal place of business is:

Phone Number: (____) _____ Fax Number: (____) _____

Website: _____

The business is a (mark an X next to form of business entity):

Corporation: _____ LLC: _____ Partnership: _____ Individual: _____

The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

_____ TITLE: _____

_____ TITLE: _____

_____ TITLE: _____

_____ TITLE: _____

Number of years in business under this same name: _____

Number of years in business under same ownership: _____

Dun & Bradstreet Number (DUNS #): _____

2. **Date of Organization or Incorporation:** _____

3. **Office Organization:**

Contact Person: _____

Email address for Contact Person: _____

Phone Numbers for Contact Person: DAY: _____ NIGHT: _____

On-Site Supervisor (for Service Vendors): _____

Email address for On-Site Supervisor: _____

Phone Numbers for On-Site Supervisor: DAY: _____ NIGHT: _____

4. **Experience** (may list on separate page and attach):

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>	<u>CONTRACT PERIOD</u>
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____

5. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?

6. List any account that canceled your service in the last two years.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CONTRACT PERIOD</u>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

7. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency? _____

8. **Insurance Carrier:**

Name: _____

Address: _____

Contact Person: _____ Telephone No. _____

9. **References:**

Submit at least three client references, preferably higher education clients, for which proposer has performed (or is currently performing) work similar in nature and size as the project/service/goods described herein during the last 2 year period. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Client Name	
Address of Client	
Client Contact Name	
Contact Title	
Contact Email Address	
Contact Phone Number	
Contact Title	
Is Client a college or university?	Yes _____ No _____
Duration of Client Relationship:	Date Started _____ Date Ended: _____ for _____ Total Years.
Additional Information (attach pages as necessary): Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.	

Failure to provide any required information, licenses, certifications, or any other required documents in accordance with these instructions will likely result in disqualification of the submittal as non-responsive.

END of BIDDER QUALIFICATION FORM

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SECTION 7, GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for three (3) additional one-year periods and/or 90 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If Installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of

invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (**MSDS**) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- a. Any agreement resulting from the award of this solicitation; then
- b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
- c. this solicitation ; then
- d. respondent's proposal.

In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.

37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.

39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.

40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.

43. **INDEMNIFICATION:**

- a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
- b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.

44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.

46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.

47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:

- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
- b. Federal tax on transportation of property.
- c. Cost of Municipal Building Permits.
- d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of

submitting a proposal agree to this condition.

49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender,

national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in

the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Building 1401, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 225 E Las Olas Boulevard, Fort Lauderdale, Florida 33301. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided b law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

SECTION 4, ATTACHMENT A

Cost Proposal: Please go to on <https://www.demandstar.com>

Please go to on <https://www.demandstar.com>

SECTION 6, ATTACHMENT B

Sample Contract Form: Please go to on <https://www.demandstar.com>

Please go to on <https://www.demandstar.com>

SECTION 3, ATTACHMENT C

Information Security Affidavit: Please go to on <https://www.demandstar.com>

Please go to on <https://www.demandstar.com>

SECTION 3, ATTACHMENT D

Non-Disclosure Agreement: Please go to on <https://www.demandstar.com>

Please go to on <https://www.demandstar.com>

SECTION 8, ATTACHMENT H

STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

BROWARD COLLEGE
Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309

This information will help The COLLEGE in the preparation of future Bids and RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

<input checked="" type="checkbox"/>	Reasons for "NO" Bid:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____

SECTION 3, ATTACHMENT I
VENDOR CONFLICT OF INTEREST FORM

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please explain below:

BIDDER'S FIRM NAME: _____

Signature: _____

Print name: _____

(Balance of page intentionally left blank.)